

RESOLUTION NO. 2017-304

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND HEALTHY CONTRIBUTIONS, LLC FOR THE REIMBURSEMENT OF FITNESS MEMBERSHIP FEES FOR OPTUM FITNESS ADVANTAGE PROGRAM MEMBERS UNDER THE UNITED HEALTHCARE MEDICARE ADVANTAGE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United Healthcare Group offers its Medicare Advantage Plan policy holders preventative care programs through the Optum Fitness Advantage Program; and

WHEREAS, the Optum Fitness Advantage Program is designed to provide plan members an incentive to maintain a fitness routine and is an easy way for recreation facilities to engage members in their programs and services; and

WHEREAS, United Healthcare Medicare Advantage Plan/Optum Fitness Advantage members receive a free, standard City of Coconut Creek fitness membership, which fees are reimbursed to the City by the insurance company; and

WHEREAS, Healthy Contributions, LLC is the third party vendor utilized by United Healthcare Group for members using the Optum Fitness Advantage Program for reporting and payment processing; and

WHEREAS, the City will be compensated each month based on the number of eligible member visits up to \$32.00 a month per member.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.


Section 2: That the City Commission has reviewed and hereby approves the attached Agreement between the City of Coconut Creek and Healthy Contributions, LLC.

Section 3: That the City Manager, or designee, is hereby authorized to execute the attached Agreement between the City of Coconut Creek and Healthy Contributions, LLC.

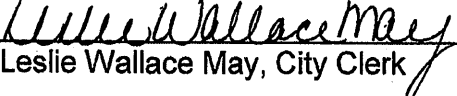
Section 4: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

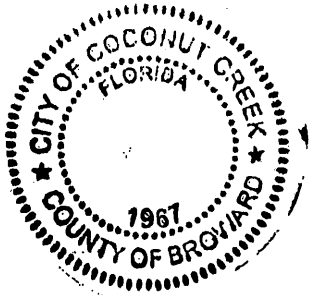
Section 5: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 14th day of December, 2017.


Rebecca A. Tooley, Mayor

Attest:


Leslie Wallace May, City Clerk



Tooley	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>
Welch	<u>Aye</u>



**Optum® Fitness Advantage
Enrollment Packet**



Dear Club Contact/Manager,

Welcome to Healthy Contributions, LLC; your fitness reimbursement processor.

We have designed this packet to supply you with the necessary forms and documents in order to use our data and payment services.

Please review and complete as necessary the following documents, and fax (using the enclosed fax cover sheet) or email them back to us:

- Program Agreement
- Club Direct Deposit Form
- Smart Login Website Access Form
- Club Enrollment Form

Make sure to store the original documents in a secure location for future reference. After we receive your completed documents, we will contact you with a confirmation email.

Once you receive the confirmation email, you will be able to log into the Healthy Contributions website using the credentials on your confirmation email and begin entering your members' demographics and their fitness incentive provider information. Training is available upon request.

The confirmation email will also contain instructions included for your staff on how to navigate through the Healthy Contributions portal. These instructions include how to add new members, report monthly utilization records, and view return reports.

Please feel free to contact us at any time, should you have any questions.

Thank you for choosing Healthy Contributions!

Yours in Health,

The Healthy Contributions Team
network@healthycontributions.com
Fax: 651-438-5196

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Fax cover sheet

Fax documents to: 651-438-5196

TO: Healthy Contributions

FROM: _____

PAGES INCLUDING COVER SHEET: _____

DATE: _____

NOTES: _____

Fax Includes:

- Program Agreement
- Club Enrollment Form
- Club Direct Deposit Form
- Smart Login Website Access Form



PROGRAM AGREEMENT

Primary Address: 4500 West Copano Rd Address #2: _____
Business Name (DBA): City of Coconut Creek Primary Contact Number: 954-973-6770
Business Name (Legal): CITY OF COCONUT CREEK City: COCONUT CREEK State: FL Zip: 33063

This Agreement is made on December 14, 2017 by and between Healthy Contributions, LLC ("HC") and CITY OF COCONUT CREEK ("Client") will confirm the arrangement under which HC is providing payment-processing services for Client's facility and data transfer and disbursement services for the Optum Fitness Passport Program (Program Provider), all as set out below.

1. **Appointment:** Client hereby appoints HC to act as its reimbursement processor for the Optum Fitness Passport Program. The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program usage data to the Program Provider; (C) return status of this data to Client via web reporting; and (D) if applicable, disburse any monies to the Client based upon instructions from the Program Provider.
2. **Service:** HC agrees to facilitate the collection and transfer of data and funds for Client as this information is provided to HC. To that end, by the 5th calendar day of each month for the prior month, Client shall provide HC with the member usage information for Client's facility as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to Client shall occur at the times agreed to by HC and the Program Provider, but is contingent upon data and funds received from the associated Program Provider, and upon Client's provision of member usage information in the formats required by HC.
3. **Management:** HC has agreed to manage the reimbursement portion of the Optum Fitness Passport Program. Management and maintenance of Client shall include audits of usage data. Client's staff is subject to record and data review by HC. Instances where HC has reasonable cause for audits or record and data reviews will be initiated with a written notice that specifies the purpose and scope of the record and data review and will be sent to Client by certified mail. If improprieties are found or suspected, a review of participation will be initiated with due process and Program Provider in question and may result in a warning, probation, suspension or Client's permanent removal from the program.
4. **Fees:** Optum agrees to pay all applicable HC fees on behalf of the Client, for services herein. HC will not be liable to Client or be in breach of this Agreement for events directly related to the failure of Client to comply with its reporting obligations to HC or due to the failure of the Program Provider to provide HC with the appropriate information so that HC can perform its obligations hereunder. In the event that Optum fails to pay any HC fees on behalf of the Client as set forth herein, HC can immediately terminate this Agreement upon written notice to Client, and Client will notify all participating members of the program that benefits will cease.
5. **Termination & Closing club(s):** Unless otherwise terminated pursuant to Section 4, either party may terminate this Agreement by giving the other party (30) days written notice. If Client is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the Program Provider, if necessary.
6. **Sale:** If Client sells the facility to a new owner, client must agree to provide to Healthy Contributions the identity and contact information of new ownership. This agreement will immediately terminate without further obligation from HC or Client. Fees that are owed for the final processing period will be the responsibility of Optum. Any processing that is submitted past the date of sale is still calculated by usage month and Optum is responsible for paying these fees to HC.
7. **Confidentiality:** During the term of this Agreement and at any time after, Client will keep confidential and not disclose any Confidential Information (as defined below) nor will Client use the Confidential Information listed below for a purpose causing harm or damage to HC. Client will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, financial terms of this Agreement, trade secrets, , unique identifiers, and Personal Information (as defined below),.
8. **Privacy:** During the term of this Agreement and at any time after, if Client obtains or has access to "Personal Information", Client agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information except as required by law or a court order.
 - a. "Personal Information" means any information about or concerning an individual including, but not limited to:
 1. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional;
9. **Forms; Programs:** HC shall advise Client that Client's facility has the option to either 1.) Maintain original documents related to the participating member's Program Providers enrollment forms in a secure location consistent with existing record retention policies, 2.) Return documents and forms back to the member after inserting this information into the enrollment website, or 3.) Destroy forms in a secure manner. All options stand unless state law record retention requirements state otherwise. Client is solely responsible for the

membership agreement that Client uses. HC will provide Client with a copy of the participating Program Provider's enrollment forms and Client shall make copies for enrollment. Client will not be allowed to make changes to the enrollment forms.

10. **Visits:** All visits for this Program by Client's members must be performed at Client's facility. Events, programs, classes or other activities hosted by Client outside of Client's physical facility will also be eligible for being counted in the cumulative total number of visits for members if Client has a commercially reasonable method of tracking such activity.
11. **Trademark Usage:** All advertisements or other marketing materials referencing a Program Provider's name, trademark, service mark, logo or other commercial symbol must be approved by that Program Provider's legal department prior to publication by Client. Requests can be facilitated through HC.
12. **Indemnification: Liability:** The parties agree to defend, indemnify and hold each other, harmless, its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission; or (b) any injury or Damage caused in connection with providing services hereunder. Nothing herein shall affect the immunities of Client pursuant to Ch. 768, Fla. Stat., nor shall it constitute an agreement by Client to indemnify HC or Optum, or either of their subcontractor. This term shall survive the termination of the agreement.
13. **Dispute Resolution:** In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction exclusively located in Broward County, Florida.
14. **Entire Agreement:** This Agreement, is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers); provided, however, HC may amend the FPR&D and the Policy (all as defined below) at any time. Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.
15. **Additional Documents:** Client acknowledges that it has read and understands this Agreement, the Cancellation Policy (the "Policy"). In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.
16. **Facility Liability Insurance:** Client will at its own cost and expense, maintain (and cause its subcontractors working on the facility, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than \$1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements Client will need to provide a copy of the current certificate of liability insurance.
17. **Benefits; Assignment:** This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. Either party may not assign or transfer its interest in this Agreement without the prior written consent of the other party.
18. **Acknowledgments:** Client acknowledges: (A) that HC is not a payer of services, nor an insurer with respect to any services provided by Client and its only obligation with respect to funds received from the Program Provider is to disburse the funds in accordance with the instructions of the Program Provider; (B) that HC shall have no obligation to disburse funds hereunder if a Program Provider fails to provide the funds for reimbursement to HC; and (C) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.
19. **Assignment:** Neither party shall assign this agreement, its rights or obligations under this agreement or grant a security interest in or pledge as collateral any interest herein or therein without written consent of the non-assigning party.
20. **Non-exclusivity:** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.
21. **Email:** Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services. Notwithstanding, any formal notifications regarding this Agreement shall be sent to the other party via certified mail for approval and verification that such mailings do not violate privacy laws or opt out notifications by the intended recipient.

Healthy Contributions, LLC

By: Sara Vanberg
Title: Recruitment Specialist
Signature: Sara Vanberg
Date: 10/18/2017

Attest:

Lesla Wallace May, City Clerk: Lesla Wallace May

Approved as to Form:

Terrill C. Pyburn, City Attorney: Terrill C. Pyburn

Client

Mary C. Blasi

Signee Name: Mary C. Blasi
Title: City manager
Signature: _____
Date: 12/14/2017

Club Enrollment Form

Each location's profile will be setup with the Optum® Fitness Advantage Program.

Primary Club Name: City of Coconut Creek Facility Phone: (954) 973-6770
 Address: 4800 W. Copans Road
 City: Coconut Creek County: Broward State: FL Zip: 33063
 Primary Contact Name: Dannelle DeBarros Title: Assistant Director Parks+Recreation
 Primary Contact Email: ddebarros@coconutcreek.net Primary Contact Phone: 954-545-6670
 Facility Website URL: www.coconutcreek.net
 Does your facility offer group fitness classes? Y N
 Does your facility have a pool? Y N
 Is your facility: Co-Ed Women Only

**If primary contact is different for each location, please indicate below.

Other Location(s)/Branches:
 Name: Recreation Complex
 Address: 4455 Sol Press Blvd.
 City: Coconut Creek State: FL
 County: Broward Zip: 33073
 Facility Phone: (954) 545-6650
 Primary Contact Name: Danielle DeBarros
 Primary Contact Email: ddebarros@coconutcreek.net
 Primary Contact Phone: (954) 545-6653
 Facility Website URL: www.coconutcreek.net
 Does your facility offer group fitness classes? Y N
 Does your facility have a pool? Y N
 Is your facility: Co-Ed Women Only

Other Location(s)/Branches:
 Name: Community Center
 Address: 1100 Lyons Road
 City: Coconut Creek State: FL
 County: Broward Zip: 33063
 Facility Phone: (954) 545-6670
 Primary Contact Name: Danielle DeBarros
 Primary Contact Email: ddebarros@coconutcreek.net
 Primary Contact Phone: (954) 545-6653
 Facility Website URL: www.coconutcreek.net
 Does your facility offer group fitness classes? Y N
 Does your facility have a pool? Y N
 Is your facility: Co-Ed Women Only

Name: _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____
 Does your facility offer group fitness classes? Y / N
 Does your facility have a pool? Y / N
 Is your facility: Co-Ed Women Only

Name: _____
 Address: _____
 City: _____ State: _____
 County: _____ Zip: _____
 Facility Phone: _____
 Primary Contact Name: _____
 Primary Contact Email: _____
 Primary Contact Phone: _____
 Facility Website URL: _____
 Does your facility offer group fitness classes? Y / N
 Does your facility have a pool? Y / N
 Is your facility: Co-Ed Women Only

If additional locations are needed please see Page 10.



Club Direct Deposit Form

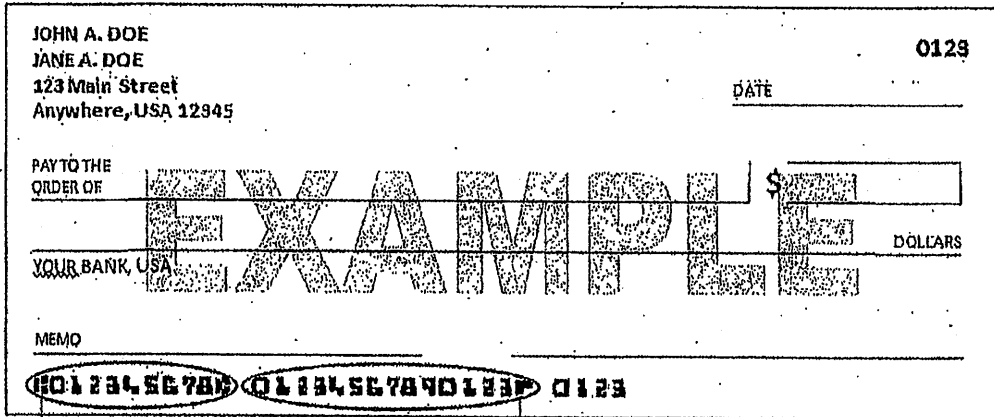
Club Information

Facility Name: CITY OF COCONUT CREEK RECREATION COMPLEX
 Primary Contact first and last name: TINA PETERSON 954-956-1456
 Address: 4800 W. COPANS ROAD Club Phone number: 954-973-6730
 City: COCONUT CREEK State: FL Zip Code: 33063

Direct Deposit Information - Please choose one option below:

Electronic Funds Transfer: Checking Savings
 Name on Account: CITY OF COCONUT CREEK
 Financial Institution: SUNTRUST

YOU MAY PASTE A VOIDED CHECK BELOW OVER THE EXAMPLE CHECK PROVIDED - No Deposit Slips Please



Routing Number: 061000104 Account Number: XXXXXXXXXX

I authorize Healthy Contributions to initiate automatic deposits to my account at the financial institution indicated above. Further, I agree not to hold Healthy Contributions responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. If funds are deposited in error, I understand that a retraction may occur. This agreement will remain in effect until Healthy Contributions receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to Healthy Contributions.

Signature: Tina Peterson Date: 01/04/18



Smart Login Website Access Form

This setup will allow you will have access to a variety of tools, reports, and support documentation to manage your reimbursement programs. Please complete and return this form to Healthy Contributions to initiate the setup process.


Facility Name and City: City of Coconut Creek

Note: Each login must have a unique email address which will be used as the username. Please record your entries for future reference.

Passwords must be at least 8 characters and contain at least 1 letter and 1 number.


User 1:

First and Last name: Danielle DeBarros

Email address: ddebarros@coconutcreek.net Password: 

User 2:

First and Last name: Jacqui Pomerantz

Email address: jpomerantz@coconutcreek.net Password: 

User 3:

First and Last name: _____

Email address: _____ Password: _____

User 4:

First and Last name: _____

Email address: _____ Password: _____

If you would like additional users to have access to your Healthy Contributions portal, please complete a second SmartLogin Form.

Fitness Incentive Program Procedures

Facility Responsibilities

- Complete all Healthy Contributions set up forms and email or fax back to Healthy Contributions.
- Complete Optum agreement.
- Retain a copy of all program forms in a secure place.
- Make a copy of each member's confirmation letter for reference and store in secure location.
- Enter all member demographic and confirmation number into Healthy Contributions.
- Between the 1st through the 5th calendar day of each month, report monthly utilization records to Healthy Contributions.
- Correct any false demographic or fitness incentive provider information based on monthly return reports promptly to safeguard proper payments.

Resubmitting Past Usage Information

- You may resubmit a member's past usage at any time during the month. It will be submitted with the next month's file submission. (Example: resubmit for December's usage on February 10, it will be submitted with February's file submission through the 1st and the 5th calendar day of March.)
- The Optum® Fitness Advantage Program will only accept resubmissions for up to 2 months. Please know that it is always up to the program provider to approve or deny any resubmissions.

Viewing and confirming monthly Return Reports

- It is REQUIRED that on or after the 25th of EACH month, the facility logs in to www.healthycontributions.com and views the return report.
- Verify information as necessary on the online return reports.
- Correct any incorrect information, paying special attention to all members the club was not paid for if the member had visits, and make resubmissions as necessary.

Reimbursements

- Healthy Contributions will directly receive fitness plan funds and will disperse them directly to the club's bank account on or after the 25th of each month.

Changes, Corrections and Deletions

- The facility is solely responsible for any changes, corrections and deletions made to member demographic and fitness incentive insurance information.

Cancellation Policy

- Please see specific program information noted under Cancellation Policy Information in this document.

Typical Processing Timeline

Member Exercise Period | 1st – end of month

- Members work-out periodically throughout the month.
- **Clubs receive payments based on individual member's usage, as detailed in the Optum Agreement.**

Usage Submission | 1st – 5th calendar day of the month

- Member utilization records should be reported to www.healthycontributions.com before the 5th calendar day at mid-night.
- Also during this time, you may enter any resubmissions you might have following the resubmission guidelines.
- Following submission, usage files are transferred by Healthy Contributions to the Optum® Fitness Advantage Program for processing.

Data Exchange | 6th – End of month

- Healthy Contributions submits one completed usage file to program provider by the 6th of the month or the next available business day.
- The Optum® Fitness Advantage Program team reviews the usage file.
- The usage file is returned to Healthy Contributions with status codes by the end of the month or the next available business day.

Reimbursement | On or after the 25th of month

- Clubs receive payment based on the criteria and payment schedule outlined by the Optum Agreement.
- Return reports are made available to your club for reconciliation.

Resubmissions | Can be entered any time throughout the month

- The Optum® Fitness Advantage Program will only accept resubmissions for up to 2 months. For example, resubmissions for the month of April must be entered into the HC website by July's submission (the 1st-5th calendar day) period. April resubmissions will not be accepted after July and the club will not be paid for those visits.

Additional information, detailed instruction sheets, tutorials, and walk-throughs are available upon request.

Cancellation Policy Information

Member Cancellations

- Each facility is required to have prearranged member cancellation policy in place.
- It is important that the facility knows that they can only expect to receive a payment for the members' visits that were made on the last month of their membership.
- Please ensure that the members stay in the Healthy Contributions web portal until the last month's payment has been received. Failure to adhere to this may result in non-payment.

Facility Cancellations

- **The Optum agreement requires Optum® Fitness Advantage clubs to provide written notice to Optum of cancellation per the details outlined in the Optum agreement.**
- If you wish to cancel; please provide a cancellation notice to Healthy Contributions in writing by emailing network@healthycontributions.com. Healthy Contributions will send you a confirmation email once approved. Please note that cancellation is not accepted until email confirmation is sent back to club. The facility is responsible for notifying participating members of program cancellation.

Facility Closures

- It is the owner's responsibility to notify Healthy Contributions when the facility is closing. A 30-day notice is required.
- The facility must email their closing notice to: network@healthycontributions.com, or fax to: 651-438-5196.
- Members can locate and re-enroll in the Optum® Fitness Advantage Program at another participating location. Members can contact the Optum® Fitness Advantage team for a list of participating clubs in the area.
- It is the facility's responsibility to notify all members of the club closure.

Club Marketing Guidelines

Marketing is an important part of operating a successful business, which is why we have included some tips on marketing the Optum® Fitness Advantage Program in your facility.

Use of logo information

- **It is not advised to use the program provider's name, logo, or likeness, in circulars, advertisements, web content, or other forms of solicitation without the expressed consent of that particular program provider.**
- If you have questions about the marketing this program, please contact Healthy Contributions at network@healthycontributions.com or call your program representative.

Inquire with prospective members concerning which insurance provider they currently have

- Prospective members may be intrigued to learn that your facility participates in the Optum® Fitness Advantage Program.

Word of Mouth

- Be sure to thoroughly explain the program details to your members. The participating members will be your biggest advocate and asset!
- Encourage your Optum® Fitness Advantage members to refer their friends and family to your club.

Offer promotional Senior Friendly days

- Post fliers around your facility offering a day for members to come and learn about your facility.
- Offer small refreshments to those in attendance.
- Explain to those in attendance the importance of fitness and the benefits of choosing a healthy lifestyle.