

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

CIGNA HEALTH AND LIFE INSURANCE COMPANY

for

**MEDICAL WITH PRESCRIPTION DRUG, DENTAL, VISION, LIFE, AD&D, SHORT TERM DISABILITY,
LONG TERM DISABILITY, AND EMPLOYEE ASSISTANCE PROGRAM INSURANCE SERVICES
RFP NO. 03-28-18-10
(MEDICAL WITH PRESCRIPTION INSURANCE SERVICES PORTION)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Cigna Health and Life Insurance Company with offices located at 900 Cottage Grove Road, Bloomfield, CT 06002 (the "Vendor") to provide the medical with prescription drug insurance services portion of Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services pursuant to RFP No. 03-28-18-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 03-28-18-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed in current funds pursuant to RFP No. 03-28-18-10. Pricing shall be as per Attachment "A" - Schedule of Proposal Prices and Benefits.

4) Cost Adjustments

Costs for all services purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment as standardly assessed in the industry. Any requested price increase shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to October 1 each year (“anniversary date”). Any approved cost adjustments shall become effective upon the anniversary date of the contract.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

5) Contract Term

The initial contract period shall be for five (5) years beginning October 1, 2018.

6) Contract Extension

The City reserves the right to extend the Agreement for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than one hundred-twenty (120) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager

City of Coconut Creek

4800 West Copans Road

Coconut Creek, FL 33063

With a copy to the City Attorney at the same address.

VENDOR

Scott E. Evelyn
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, CT 06002
Phone: 954-514-6800
Fax: 954-514-6906
Email: scott.evelyn@cigna.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Cigna Life and Health Insurance Company, signing by and through Scott Evelyn, Vice President, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

VENDOR
ATTEST:

Cigna Health and Life Insurance Company
Company Name

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2018.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT A
SCHEDULE OF PROPOSAL PRICES AND BENEFITS
MEDICAL PLAN BENEFITS RESPONSE FORM – HDHP

HDHP	Plan Design	
	In Network	Out of Network
Network(s) Utilized	Cigna Open Access Plus	
Lifetime Maximum	Unlimited	
Calendar Year Deductible (CYD)	Embedded CYD/OOP Max	
Individual	\$2,700*	\$5,000
Family	\$5,400*	\$10,000
Out-of-Pocket Maximum		
Individual	\$5,000	\$10,000
Family	\$10,000	\$20,000
Member Coinsurance	0%	30%
Non-Hospital Services		
Primary Care Physician	0% After CYD	30% After CYD
Specialist Physician	0% After CYD	30% After CYD
Preventive Care	No Charge	30% After CYD
Independent Clinical Laboratory	0% After CYD	30% After CYD
Advanced Imaging (CT, PET, MRI)	0% After CYD	30% After CYD
Urgent Care Center	0% After CYD	0% After In-network CYD
Hospital Services		
Inpatient	0% After CYD	30% After CYD
Outpatient	0% After CYD	30% After CYD
Emergency Room	0% After CYD	0% After In-Network CYD
Physician Services at Hospital	0% After CYD	30% After CYD
Mental Health & Substance Abuse		
Inpatient	0% After CYD	30% After CYD
Outpatient	0% After CYD	30% After CYD
Prescription Drugs		
Tier 1	\$15 After CYD	30% After CYD
Tier 2	\$35 After CYD	
Tier 3	\$60 After CYD	
Tier 4	\$80 After CYD	
Mail Order (90 day supply)	2x Retail Copay After CYD	N/A

*IRS mandated HDHP minimum deductibles increase to \$2,700/\$5,400 for plan years in 2018.

MEDICAL PLAN BENEFITS RESPONSE FORM – IN-NETWORK ONLY

In-Network Only	Plan Design
	In Network Only
Network(s) Utilized	Cigna Open Access Plus
Lifetime Maximum	Unlimited
Calendar Year Deductible (CYD)	Embedded CYD/OOP Max
Individual	\$1,000
Family	\$2,000
Out-of-Pocket Maximum	<i>Separate OOP Maximum for Rx</i>
Individual	\$6,350 Total \$4,000 Med / \$2,350 Rx
Family	\$12,700 Total \$8,000 Med / \$4,700 Rx
Member Coinsurance	10%
Office Visits	
Primary Care Physician	\$30 Copay
Specialist Physician	\$50 Copay
Preventive Care	No Charge
Independent Clinical Laboratory	No Charge
Advanced Imaging (CT, PET, MRI)	10%
Urgent Care Center	\$75 Copay
Hospital Services	
Inpatient	10% After CYD
Outpatient	10% After CYD
Emergency Room	\$200 Copay
Physician Services at Hospital	10% After CYD
Mental Health/Substance Abuse	
Inpatient	10% After CYD
Outpatient	\$50 Copay
Prescription Drugs	<i>Separate OOP Maximum for Rx</i>
Tier 1	\$15 Copay
Tier 2	\$35 Copay
Tier 3	\$60 Copay
Tier 4	\$80 Copay
Mail Order (90 day supply)	2x Retail Copay

MEDICAL PLANS RATE RESPONSE FORM

Medical HDHP - Active	Rates
EE Only	\$772.53
EE + Spouse	\$1,390.88
EE + Child(ren)	\$1,320.09
EE + Family	\$1,880.76
Medical HDHP – Retiree/COBRA	Rates
EE Only	\$768.03
EE + Spouse	\$1,386.38
EE + Child(ren)	\$1,315.59
EE + Family	\$1,876.26
Medical OAPIN – Active/Retiree/COBRA	Rates
EE Only	\$944.31
EE + Spouse	\$1,700.15
EE + Child(ren)	\$1,613.61
EE + Family	\$2,298.96

LIMITED VISION PLAN BENEFITS RESPONSE FORM

LIMITED VISION PLAN	Plan Design	
	In Network	Out of Network
Network(s) Utilized	Cigna Vision	
Frequency	24 Months (Calendar Year Basis)	
Exam Copay	\$0	N/A
Exam Allowance	No Charge	Up to \$45
Savings Program	20% discount on frames and/or lenses (not applicable to contact lenses)	N/A

LIMITED VISION PLAN RATE RESPONSE FORM

LIMITED VISION PLAN	Rates
EE Only	Included in Medical premium
EE + Spouse	Included in Medical premium
EE + Child(ren)	Included in Medical premium
EE + Family	Included in Medical premium