

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
CIGNA DENTAL HEALTH OF FLORIDA, INC.
for
RFP NO. 06-05-24-11
DENTAL INSURANCE SERVICES PORTION

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 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 Dental Health of Florida, Inc. with offices located at 1571 Sawgrass Corporate Parkway, Suite 140, Sunrise, FL 33323 (the “Vendor”) to provide the dental insurance services portion of Medical with Prescription Drug, Dental, Vision, Health Savings (HSA) Account, and Employee Assistance Program (EAP) Insurance Services pursuant to RFP No. 06-05-24-11.

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. 06-05-24-11, 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 Attachment “A” - Schedule of Proposal Prices and Benefits and as per the approved budget.

- 4) Cost Adjustments**
Costs for all services purchased under this contract shall remain firm for the first twenty-four (24) months of the contract. Costs for 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 two (2) years beginning October 1, 2024.

6) Contract Extension

The City reserves the right to extend the Agreement for eight (8) 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

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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 Vendor/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 Vendor/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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

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

Yesenia Sanchez, General Manager SFL/Caribbean
Cigna Dental Health of Florida, Inc. Company
1571 Sawgrass Corporate Parkway, Suite 140
Sunrise, FL 33323
Phone: 954-514-6887
Fax: 860-697-4470
Email: yesenia.sanchez@cignahealthcare.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 without any penalty due to lack of funding.

11) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District 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) E-Verify

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges

and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

15) Foreign Gifts and Contracts

The Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per Section 14.202, Florida Statutes] for good cause."

16) Privacy

To the extent applicable, Vendor must comply with the 2016 European Union's General Data Privacy Regulation (GDPR), which went into effect on May 25, 2018, EU's law "on the protection of natural persons with regard to the processing of personal data and the free movement of such data" and ISO/IEC 27001 for its internal system, and any integration with Customers.

17) Data Management

Vendor must provide Customers with Notice of Breach in accordance with Sections 501.171 and 282.3185, Florida Statutes, including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notification requirements, severity level assessment, and after-action reporting.

18) 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.

19) Interpretation

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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 Dental Health of Florida, Inc., signing by and through Yesenia Sanchez, General Manager SFL/Caribbean, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose, City Manager Date

Joseph J. Kavanagh Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

[Vendor's Signature to Follow]

VENDOR
ATTEST:

Cigna Dental Health of Florida, Inc.

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 _____, 2024.

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

VOLUNTARY DENTAL INSURANCE - DPPO RESPONSE FORM

DPPO		
	In Network	Out of Network
Network Utilized	Total Cigna DPPO	Non-Contracted Providers
Calendar Year Maximum	Year 1: \$2,000* <i>*Calendar Year Maximum increases by \$150 per year for Years 2 through 4</i>	
Calendar Year Deductible		
Individual	\$50	\$100
Family Aggregate	\$150	\$300
Deductible waived for Preventive Services	Yes	Yes
Benefits		
Class I: Preventative/Diagnostic	100%	100%
Class II: Basic/Restorative	100% After CYD	80% After CYD
Class III: Major/Replacement	60% After CYD	50% After CYD
Coverage Level for Endodontics & Periodontal Services	Basic	
Class IV: Orthodontic Treatment	Not Covered	
Service Information		
Waiting Period (Timely Entrants)	None	
Out of Network Reimbursement	MRC (Calculated at 90 th percentile)	
Rate Guarantee	9/30/2026 (24 months)	

VOLUNTARY DENTAL INSURANCE - DHMO RESPONSE FORM

DHMO		
		In Network Only
Network Utilized		Dental Care HMO
Annual Maximum		Unlimited
Sample Procedures	Code	Fee (Frequency)
Office Visit Fee		\$5
Routine Oral Exam	D0150	\$0 (4 per cal. yr)
Routine Cleanings	D1110/20	\$0 (2 per cal. yr)
Bitewing X-rays (2 Images)	D0272	\$0
Complete X-rays	D0210	\$0 (1 set every 3 yrs)
Fluoride Application (Child to age 19)	D1206/08	\$0
Sealants – per Tooth	D1351	\$11
Space Maintainer – Fixed, Unilateral	D1510	\$30
Palliative Treatment of Pain	D9110	\$6
Fillings, Amalgam, 1 Surface	D2140	\$0
Fillings, Composite, 1 Surface, Anterior	D2330	\$0
Fillings, Composite, 3 Surfaces, Posterior	D2393	\$85
Simple Extractions	D7140	\$6
Surgical Extractions, Soft Tissue	D7220	\$55
Surgical Extractions, Completely bony	D7240	\$100
Root Canal, Perm., Excl. Final Restoration	D3330	\$275
Periodontal Scaling & Root Planing	D4341	\$45 (4 quadrants per 12 mos.)
Periodontal Maintenance	D4910	\$35 (4 per cal. Yr.)
General Anesthesia, Each 15 minute increment	D9223	\$80
Repair Broken Complete Denture Base	D5511/12	\$35
Bridge	D5213/14	\$200
Crown, Porcelain fused to noble metal	D2752	\$230
Full Upper or Lower Denture	D5110/20	\$185
Orthodontic Treatment (Child to age 19)	D8670	\$1,464 (24 mo. fee)
Orthodontic Treatment (Adult)	D8670	\$2,160 (24 mo. fee)
Rate Guarantee		9/30/2026 (24 months)

VOLUNTARY DENTAL (DPPO AND DHMO) RATE RESPONSE FORM

DPPO	DPPO Rates
EE Only	\$57.59
EE + Spouse	\$113.80
EE + Child(ren)	\$123.06
EE + Family	\$156.54
DHMO	DHMO Rates
EE Only	\$20.86
EE + Spouse	\$35.51
EE + Child(ren)	\$37.35
EE + Family	\$56.02