

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

AETNA LIFE INSURANCE COMPANY

for

**RFP # FY 2018-2019-004 CITY OF HALLANDALE BEACH GROUP MEDICAL WITH PHARMACY,
MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, FLEXIBLE SPENDING
ACCOUNT AND COBRA ADMINISTRATION**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

AETNA INSURANCE COMPANY, a Florida corporation, hereinafter referred to as "AETNA."

WHEREAS, the CITY issued a Request for Proposal, identified as RFP # FY 2018-2019-004, dated March 11, 2019, including all released exhibits (A, B1-4, C1.1, C1.2, C2.1, C2.2, C3, E1-5, F, G, H, J, K, L, M, O), and amended by Addendum 1-18 dated between March 13, 2019 and April 10, 2019 (hereafter referred to as "RFP") which are incorporated by reference herein, for the purpose of receiving proposals; and

WHEREAS, AETNA offered a proposal dated April 17, 2019 (hereafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, AETNA desires to provide the CITY, and the CITY desires to receive from AETNA, Group Medical with Pharmacy, Medical GAP Plan, Dental, Vision, Employee Assistance Program, Flexible Spending Account and COBRA Administration.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and AETNA agree as follows:

ARTICLE 1

TERM

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on 9/30/2020.
2. At the June 5, 2019 City Commission Meeting, the City Commission adopted Resolution # 2019-042 awarding **RFP # FY 2018-2019-004 CITY OF HALLANDALE BEACH GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION**. The Contract value and per Resolution #2019-042 shall not exceed \$7,205,379. The contract value shall not exceed \$7,205,379 for the fiscal year starting 10-1-2019 and ending 9-30-2020, unless approved by City Commission.

3. This Agreement can be extendeded for four additional one-year periods and if needed, 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period. Each extension are at the sole option of the City Commission.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The work to be provided includes the scope of work in RFP # FY 2018-2019-004 CITY OF HALLANDALE BEACH GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM, FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION, all addenda, Exhibit A and Proposal submitted by AETNA, which is hereby incorporated and made part of this Agreement by reference.

ARTICLE 3

INDEMNIFICATION

To the fullest extent permitted by law, Aetna agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused ~~directly~~ by the professional negligence, error or omission of Aetna or persons employed or utilized by Aetna in performance of the Agreement.

To the fullest extent permitted by law, Aetna agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused by the recklessness or intentionally wrongful conduct, of Aetna or persons employed or utilized by Aetna in performance of the Agreement.

AETNA agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the Contractor and reasonably acceptable to the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of AETNA, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement.- Neither Aetna nor any of its sub-

contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, AETNA, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4

PERSONNEL

4.1 Competence of Staff. In the event that any of AETNA's Account Management Team is found to be unacceptable to the CITY, the CITY shall notify Aetna in writing of such fact and Aetna shall immediately remove said Account Management Team member unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5

INSURANCE REQUIREMENTS

The successful bidder shall furnish the City with proof of:

- 5.1 Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute.
- 5.2 Employer's Liability Insurance in an amount not less than \$500,000 per occurrence.
- 5.3 Commercial General Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for any occurrence resulting in bodily injury or death, or personal injury or property damage to any one or group of ~~persons~~, persons. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- 5.4 Commercial Automobile Liability Insurance in an amount equal to or greater than \$500,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- 5.5 Professional (errors and omissions) liability policy in the amount of not less than \$2,000,000 covering employees or representatives who provide services to the City.
- 5.6 Additional Insured Endorsement: The City shall be included as an additional insured on all certificates (except Workers Compensation and Professional Liability) that are required by these specifications.
- 5.7 Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction unless immediately replaced.

5.8 Cyber Liability: Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be: \$ 1,000,000 Each Claim/Annual Aggregate

ARTICLE 6

COMPENSATION

6.1 CITY agrees to pay AETNA, in the manner specified in Exhibit A (Rates) and Section 6.2 for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by AETNA as full compensation for all such work. It is acknowledged and agreed by AETNA that this amount is the maximum payable and constitutes a limitation upon ~~CITY's obligation~~ CITY's obligation to compensate AETNA for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon AETNA's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to AETNA to reimburse its expenses. ~~The contract will not exceed the expenditure of~~

METHOD OF BILLING AND PAYMENT

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

6.2.2 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be

subject to payment of interest by CITY.

6.3 Payment shall be made to AETNA at

**Aetna
23762 Network Place
CHICAGO, IL 60673-1237**

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, AETNA shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. AETNA acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by AETNA, for CITY's right to terminate this Agreement for convenience, and that AETNA shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8
MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, AETNA grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by AETNA, whether finished or unfinished, shall become the property of CITY and shall be delivered by AETNA to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to AETNA shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to review (no more frequently than annually) the records, facilities and procedures pertaining to AETNA's performance under and compliance with this agreement. Such review may include: (1) an overview of the operations at City's assigned service center, including a description of the workflow, key controls over administration of claims, interviews with the team leader of the unit and interviews with other service center staff providing support in the administration of the plan; (2) comparison of the plan booklet and benefits as set up in the claims administration system, (3) a sample of test claims to allow the reviewer to validate that the plan is set up appropriately, and (4) an overview of the process for setting up and maintaining enrollment, and a sample of enrollment records to validate enrollment status. CITY will give AETNA at least 30 days' prior notice of the requested review and will conduct the review in a manner and at a time and place that is reasonable under the circumstances. AETNA is not responsible for paying CITY's audit fees or costs. AETNA shall preserve and make available for review, any documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of two(2) years after termination of this Agreement. If any review has been initiated and any concerns have not been resolved at the end of the retention period or two (2) years, whichever is longer, the documents shall be retained until resolution of the issue. If the Florida Public Records Act is determined by CITY to be applicable to AETNA's records, AETNA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by AETNA.

IF AETNA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AETNA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

8.3 PUBLIC ENTITY CRIME ACT

AETNA represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a AETNA, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a AETNA, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, AETNA further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AETNA has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

AETNA is an independent CONTRACTOR under this Agreement. In providing services, neither AETNA nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to AETNA or AETNA's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither AETNA nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach

Greg Chavarria, City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Radu Dodea
Attn: Human Resources
Department
400 South Federal Highway
Hallandale Beach, FL 33009

And:

City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

AETNA:

Cathy Aguirre, Aetna-Market Head
Public and Labor segment - Florida
261 N. University Drive
Plantation, Florida 33324

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by AETNA of this Agreement or any right or interest herein without CITY's written consent.

AETNA represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

AETNA shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AETNA's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither AETNA nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AETNA's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event AETNA is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, AETNA agrees to require such subcontractors to comply with the provisions of this section to the same extent as AETNA.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and AETNA agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to

be a modification of the terms of this Agreement.

8.10 COMPLIANCE WITH LAWS

AETNA shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or AETNA elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in

such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, AETNA AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and AETNA or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 PAYABLE INTEREST

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof AETNA waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit A is hereby incorporated into and made a part of this Agreement.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

9.1 AETNA shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

AETNA's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AETNA shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate

against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, AETNA shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

AETNA shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AETNA shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

9.2 Domestic Partner Benefits Requirement

AETNA certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

Aetna shall comply with the applicable provisions of this section.

- (i) AETNA certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of Aetna to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if Aetna fails to comply with this section.
- (iv) The City may retain all monies due or to become due until AETNA complies with this section.

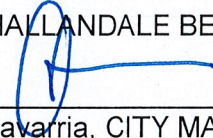
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by City Commission action on 5th, day of June, 2019, signing by and through its City Manager, duly authorized to execute same, and AETNA, signing by and through its Market Head, Public Sector, Cathy Aguirre, duly authorized to execute same.

CITY

ATTEST:

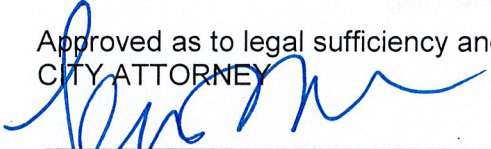
CITY OF HALLANDALE BEACH

CITY CLERK

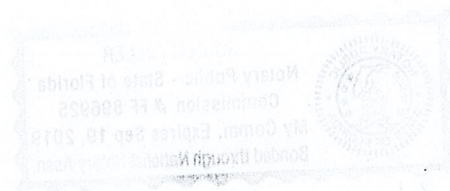
By 
Greg Chavarria, CITY MANAGER

24 day of July, 20 19

Approved as to legal sufficiency and form by
CITY ATTORNEY


Jennifer Merino, CITY ATTORNEY

 day of , 20



AETNA MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

AETNA

ATTEST:

Aetna

(Name of Corporation)

(Secretary)

By
(Signature and Title)

(Corporate Seal)

Cathy Aguirre, Market Head, Public & Labor Sector
(Type Name and Title Signed Above)

15th Day of July, 2019.

(If not incorporated sign below).

AETNA

WITNESSES:

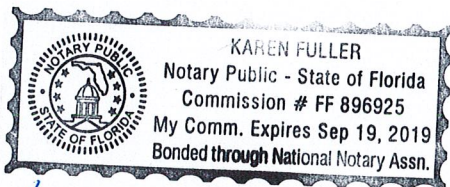
Marjorie Toussaint
(PRINT NAME)

Cathy Aguirre
(PRESIDENT OR VICE-PRESIDENT)

Lillian Vega
(PRINT NAME)

Cathy Aguirre, Market Head, Public & Labor Sector
(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



Karen Fuller

The following items are part of the Agreement:

1. **Wellness Fund:** Aetna agrees to provide an annual allowance of \$85,000 (from October to September each year) to fund wellness programs and/or incentives.
In addition, Aetna will provide an enhanced wellness package, which includes a health assessment and online health coaching, discount programs, 24/7 nurse line, onsite biometric screenings, Aetna Get Active fitness and nutritional challenges, incentives (Plan year maximum of \$50 gift card per employee and spouse or domestic partner) for completing the health assessment and one on-line coaching program .
2. **Enhanced Member Support:** Aetna agrees to provide the following programs to the City at no additional cost and as further outlined with their Proposal.
 - a. Aetna in Touch Care – Nurse in the Family
 - b. Concierge Member Services
 - c. Accordant Program
 - d. AbleTo and Teledoc
3. **Apple Watch Program:** Aetna agrees to provide the Apple Watch Program to the City, as further outlined with their Proposal, which is at the City's discretion on if/when to offer such program.
4. **Online Platform:** Aetna agrees to provide up to \$40,000 annually (from October to September each year) to fund the City's online enrollment system. The City will have the sole discretion to elect such online enrollment system. Aetna further agrees to pay such invoices directly to the online enrollment system provider. If the City's system cost less than the allocated \$40,000 annually, any unused funds will pay for COBRA services and/or EAP services.
5. **Prescription Drug Benefits:** Aetna agrees to modify the prescription drug benefits to the following:
 - a. **Retail Prescription Drugs – Member Pays:**
 - i. Generic Preventive – No Copay
 - ii. Generic Preferred - \$20
 - iii. Preferred Brand - \$60
 - iv. Non-Preferred Brand - \$100
 - v. Specialty – 30% coinsurance
 - b. **Mail Order Prescription Drugs – Member Pays:**
 - i. Generic Preventive – No Copay
 - ii. Generic Preferred - \$40
 - iii. Preferred Brand - \$120
 - iv. Non-Preferred Brand - \$200
6. **Scope of Services:** Aetna agrees to waive all enrollment assumptions and minimum participation for all lines of coverage.

7. **COBRA and FSA Administration:** Aetna will absorb the cost for the development of a plan document for these services.
8. **HRA Administration:** Aetna will provide the HRA Administration for the City. Aetna will provide on an annual basis (October to September) a premium credit of \$25,000 to offset any expenses occurred by the HRA Administration. The City will pay PayFlex, an Aetna company, each month for such services and receive a monthly premium credit off the Medical invoice.
9. **Rates:** The following rates and rates guarantees will apply:

a. The **Medical with Pharmacy:**

Description	Rate Tiers	October 1, 2019 – September 30, 2020
HDHP - HRA	Employee	\$667.96
	Employee + One	\$1,269.13
	Family	\$1,903.69

b. The **Dental DMO and PPO:**

Description	Rate Tiers	October 1, 2019 – September 30, 2021
Dental DMO	Employee	\$13.02
	Employee + One	\$21.66
	Family	\$32.04

Description	Rate Tiers	October 1, 2019 – September 30, 2021
Dental PPO	Employee	\$43.09
	Employee + One	\$84.87
	Family	\$121.45

c. The **Vision Plan:**

Description	Rate Tiers	October 1, 2019 – September 30, 2023
Vision Plan	Employee	\$4.16
	Employee + One	\$7.59
	Family	\$13.30

d. The **EAP Plan:**

Description	Rate Tiers	October 1, 2019 – September 30, 2022
EAP Plan	Fees PEPM	5 Session Model- Year 1: \$1.80 PEPM Year 2: \$1.80 PEPM Year 3: \$1.80 PEPM Year 4: \$1.94 PEPM

		Year 5: \$1.94 PEPM
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e. The **Hospital Indemnity Plan**:

Description	Rate Tiers	October 1, 2019 – September 30, 2023
Hospital Indemnity Plan	Employee	\$35.52
	Employee + One	\$75.53
	Family	\$101.22