



LICENSE & SERVICES AGREEMENT

Benefits InsightSM

THIS LICENSE & SERVICES AGREEMENT ("Agreement") is entered into as of May 28th, 2015 (the "**Effective Date**") by and between City of Fort Lauderdale, a Florida municipality, ("Employer" or "City"), and Choicelinx Corporation ("Choicelinx" or "Contractor"), a Delaware corporation, an Affiliate of Cigna Corporation. As used in this Agreement, "party" means either Employer or Choicelinx, as appropriate, and "parties" means Employer and Choicelinx.

WHEREAS, Employer is a customer of Connecticut General Life Insurance Company and/or Cigna Health and Life Insurance Company (collectively "Cigna") and desires to have Choicelinx provide Benefits InsightSM, an internet-based benefits administration, enrollment and eligibility management service to Employer to enhance Employer's ability to provide eligibility data to Cigna based on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A. "**Authorized User**" means Employer, or an employee, consultant, independent contractor or Member who has been authorized by Employer to access Benefits InsightSM, who has received a valid password for his or her use and whose right to use such password has not terminated or expired.
- B. "**Benefit Plan**" means a benefit plan, including but not limited to, medical, pharmacy, dental insurance, life insurance, long-term and short-term disability insurance, and flexible spending plans, available to Members through Employer.
- C. "**Benefit Vendor**" means an entity with which Employer contracts for provision and/or management and administration of a Benefit Plan.
- D. "**Employer Data**" means any and all information (including without limitation, demographics, employment status, employee organizational information, claims extract information, documents, threaded discussions) provided, input or uploaded by an Authorized User using the Products.
- E. "**Member**" means any eligible employee of Employer or any eligible dependent or eligible domestic partner of such employee who is enrolled as a member in one or more of Employer's Benefit Plans.
- F. "**Product**" means a Product identified in Section 2, including any maintenance releases or enhancements that may be provided to Employer from time to time under this Agreement.
- G. "**Services**" means the ASP Services, Implementation Services and other services (if any) provided by Choicelinx pursuant to this Agreement.
- H. "**Site**" means the Benefits InsightSM site and any related access points through which the Authorized Users may access the Products.

2. PRODUCTS & SERVICES

Choicelinx will provide the below Products and Services to Employer consistent with the Statement of Services attached hereto as Exhibit A. Employer and Choicelinx will cooperate as reasonably necessary to facilitate the provision of the Services by Choicelinx.

- A. **Implementation Services.** Choicelinx will provide Implementation Services to deploy the Products to Employer, including project management services throughout the course of the Implementation Services, as outlined in Exhibit A.
- B. **Application Service Provider (ASP) Services.**
 - (1) **Scope of ASP Services.** Choicelinx will, in support of Employer's use of the Products: (a) manage, administer, and monitor the ongoing operation and performance of the Choicelinx system, including the Choicelinx web application; (b) host the Site and update it to include enhancements as appropriate; (c) manage eligibility, plan selection and enrollment, and, if applicable, electronic data via an agreed upon format to and from Employer's Benefit Vendors; (d) provide access to standard payroll deduction data for use in employer's payroll system.
 - (2) **Restrictions.** The Site, Products and Services shall only be used by Authorized Users for purposes of enabling Members' online enrollment for and selection of Benefit Plans. Employer shall not allow any third party other than Authorized Users to access or use the Products, Services or the Site.
 - (3) **Password Protection.** Employer agrees to comply with the procedures specified by Choicelinx from time to time regarding obtaining and updating passwords. Passwords are subject to cancellation or suspension by Choicelinx upon the actual or suspected misuse.

3. GRANT OF LICENSE

- A. Choicelinx hereby grants to Employer during the Term a limited, nonexclusive, nontransferable right and license (without the right to sublicense) to use the Products, in object code form only, solely in the United States and solely in connection with Employer's own internal business purposes and to enable Members' online enrollment for and selection of Benefit Plans. Except as expressly authorized in this Agreement, and except as provided by Florida law, Employer shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, modify, timeshare or create derivative works of the Products, or any portion thereof, or use such as a component of or a base for other products or services.
- B. Subject to the terms of this Agreement, Choicelinx grants to each Authorized User a non-exclusive, non-transferable, revocable right and license to access and use the Site, using such Authorized User's password solely for Employer's internal business purposes or, in the case of Members, or Employer acting on a Member's behalf, solely for purposes of enabling such Members' online enrollment for and selection of Benefit Plans.
- C. Subject to the terms of this Agreement, Choicelinx grants to Employer a non-exclusive, non-transferable, revocable right and license to provide a hypertext or other type of link from the Employer intranet or internet site(s) to the Site in order to enable Authorized

Users to locate the Site. Employer acknowledges that notwithstanding any such link, each Authorized User may be required to log in to the Site and re-authenticate such Authorized User's privileges to gain access to the Products and Services.

4. COMPENSATION

Fees. The product is being offered as a standard offering with the insurance products that Employer has purchased through Cigna. However, Employer agrees to pay Choicelinx such additional fees, if any, agreed to in writing by the parties or as outlined in the Statement of Services attached hereto as Exhibit A within 45 days of the date of Employer's receipt of a proper invoice.

5. INTELLECTUAL PROPERTY RIGHTS

- A. **Trade Secrets.** To the extent the Products, Services and the Site, including but not limited to system screens and layouts and associated source code, constitute valuable trade secrets of Choicelinx pursuant to Florida law, Employer agrees not to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for, or extract any, algorithms or procedures from the Products, the Services or the Site.
- B. **Ownership of Work Product.** Choicelinx shall be the exclusive owner of all rights, title and interest, including copyrights, in and to all software, software tools, inventions, materials and other work product (both preliminary and finished form) created by Choicelinx or its contractors under this Agreement.

6. INDEMNIFICATION

Contractor shall protect and defend at Contractor's expense and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

7. TERM AND TERMINATION

- A. **Term.** The Term of this Agreement will commence on the Effective Date and terminate when: 1) Employer is no longer a Customer of Cigna because the agreements between Employer and Cigna or the insurance policy have terminated or; any other date mutually agreed by Employer and Choicelinx in writing.
- B. **Termination for Cause.** This Agreement may be terminated by either party if the other party is in material breach of this Agreement and has failed to cure such breach within sixty (60) days after receiving notice of such breach from the non-breaching party.

C. **Post Termination.** Members will not be permitted to access and use the Choicelinx site as of the termination date. Employer and/or Benefit Vendors will be permitted "view only" access to the site for sixty (60) days after the termination date. Post termination, Employer will be charged for any reports or services agreed to by Choicelinx. Notwithstanding any other provision contained in this Agreement, Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

8. LAW & RESOLUTION OF DISPUTES

A. **Governing Law.** This Agreement will be governed by the laws of the State of Florida, without regard to conflicts of law principles, as if this Agreement were executed and fully performed in the State of Florida. Venue for any lawsuit by either party against the other party, or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

B. **HIPAA Compliance.** Any Protected Health Information exchanged by the parties hereunder (as that term is defined pursuant to the Standards for Privacy of Individual Information, 45 C.F.R. Parts 160 and 164 and the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162) will be treated in accordance with the Business Associate Agreement executed between and among the parties and/or Cigna.

C. **Resolution of Disputes.** Any dispute or controversy arising from or relating to this Agreement ("**Controversy**") shall be resolved initially pursuant to the following mandatory dispute resolution procedures:

- (1) Any Controversy shall first be referred for executive review. The disputing party shall initiate executive review by giving the other party written notice of the Controversy, and shall specifically request executive review of said Controversy in such notice. Within twenty (20) days of any party's written request for executive review, the receiving party shall submit a written response. Both the notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) days of any party's request for executive review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the dispute.

9. CONFIDENTIAL INFORMATION

Each party agrees to, and to cause affiliates and its and their respective agents (collectively, the "Recipients") to, keep confidential and not disclose to any third party any information, whether oral, written or electronic, concerning the other party or its business that comes to the knowledge of such Recipient by reason of this Agreement, that is confidential pursuant to Florida law, (collectively "Confidential Information").

10. DATA PRIVACY

Chocelinx will maintain the confidentiality of all Protected Health Information in its possession in accordance with the HIPAA and HITECH and any applicable state privacy laws.

11. GENERAL

- A. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to an entity that has acquired all or substantially all of the party's assets or otherwise succeeded to the business. This Agreement will be binding upon the parties' respective successors and permitted assigns. Any assignment in contravention of this Section shall be void.
- B. **Force Majeure.** Notwithstanding any other provision of this Agreement, neither party shall be liable for any delay or failure in performance of all or any part of this Agreement (other than the obligation to pay money when due) to the extent that such delay or failure is a result of any cause beyond such party's reasonable control, including any act of God, act of government, act of civil or military authority, war, riot, terrorism, insurrection, civil commotion, embargo, labor dispute, fire, explosion, flood, accident, or interruption of power, telecommunications, or other goods or services ("**Force Majeure**"). Any such delay or failure shall suspend applicable portions of this Agreement until the Force Majeure ceases.
- C. **Relationship.** The parties intend to create an independent contractor relationship and this Agreement shall not be construed to establish any form of partnership, joint venture, franchise or agency. Neither party shall have any right, power or authority, express or implied, to bind the other.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

ATTEST:

CITY OF FORT LAUDERDALE

Jonda K. Joseph, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

CHOICELINX CORPORATION

Print Name:
Title:

By: _____
Print Name: Keith Scally
President

(CORPORATE SEAL)

STATE OF NH :
COUNTY OF MERRIMACK :

The foregoing instrument was acknowledged before me this 28 day of May, 2015, by Keith Scally as president for Choicelinx Corporation, a Delaware corporation.

Kathleen A. Lacasse
Notary Public, State of NH
(Signature of Notary Public)
KATHLEEN A. LACASSE, Notary Public
My Commission Expires November 17, 2015

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____





Exhibit A - STATEMENT OF SERVICES

Benefits Insight
For

City of Fort Lauderdale



1 OVERVIEW

City of Fort Lauderdale has elected to implement Benefits InsightSM provided by Choicelinx Corporation, a benefits technology and services company and wholly owned subsidiary of Cigna. The online enrollment product is being offered as a standard offering with the administration products that Client has purchased through Cigna.

This Statement of Services describes the enrollment products and services to be provided by Choicelinx.

2 ONLINE ENROLLMENT PRODUCTS

Choicelinx is providing access to its standard online enrollment product which includes an Employee self-service portal to support annual enrollment and new hire events for the active employee population; and an HR/Benefit Administrator portal that is available to authorized Client’s benefit administrators to support enrollment and year round eligibility management. *COBRA Participants will be considered out of the scope of this Agreement. Retirees will be within- the scope of this Agreement. There will be a small subset population of dependent children that will require administrator intervention within Benefits Insight.*

These products will support the following benefits:

Benefit Type	Carrier	Plan Names
Medical	Cigna	Open Access Plus1 Open Access Plus2 Health Reimbursement Account
Dental	Humana	DHMO DPPO
Vision	United Healthcare	Vision Plan
Life & AD&D	UNUM	Basic Employee Life Supplemental Employee Life Supplemental Spouse Life Supplemental Child Life Basic AD&D Supplemental Employee AD&D Supplemental Spouse AD&D Supplemental Child AD&D
Disability	Aflac Allstate Colonial	Short Term Disability Long Term Disability ***I want to review policies for any red flags prior to committing.
Flexible Spending Accounts	P&A Group	Medical Spending Account Dependent Care Spending Account
Other Benefits		TBD (This could represent communication of a benefit where elections may not be captured but information can be provided)

3 IMPLEMENTATION SERVICES

The Choicelinx implementation process is outlined below.

A Choicelinx specialist will guide the Client through each phase of the implementation.

Standard Implementation



3.1 Project Kick-Off

Upon commencement of the project, Choicelinx will hold an initial kick-off session. During this session, Choicelinx will:

- Introduce the project team
- Review the implementation process and calendar
- Reach mutual agreement on the overall project timeline and dates
- Review high level benefit and file requirements

Upon completion of the kick-off, an implementation calendar will be provided that outlines all agreed upon dates and key implementation activities.

3.2 Requirements Gathering

A Choicelinx specialist will lead the Client through the requirements gathering process; this will include gathering data such as:

- Contribution classes
- Eligibility group information
- Carrier Information
- Client/Vendor specific forms such as benefit summaries

It is during this time that Client benefits and business rules for Annual Enrollment and New Hire enrollments will be gathered. If any requirements are identified that may be outside of the product’s capabilities, the Choicelinx specialist will work with the Client to determine how the client’s needs will be served within the configuration parameters of the Benefits InsightSM solution. Upon completion of requirements gathering, the Client will be provided with the relevant documentation to review and approve. Configuration begins upon sign-off of the requirements. Any changes after sign-off of the requirements may require a change request.

3.3 Configuration

Choicelinx will configure the application in accordance with the approved requirements. Choicelinx uses a variety of testing procedures both automated and manual to determine that the software is configured



appropriately. Choicelinx will create test plans to test benefit configurations, content, and other configured data to ensure quality. These test plans are made available for Client testing during the acceptance phase.

3.4 Data Integration

Data integration includes the services required to load employee demographic and indicative data necessary to determine benefit eligibility and enforce the desired business rules. This is referred to as the “employee roster”. Choicelinx will provide a recommended format for this data.

If a “passive” open enrollment is required, data integration will also include obtaining current employee and dependent benefit election data to load into the online enrollment platform. This is referred to as the “election data”. As with the “employee roster”, Choicelinx will provide a recommended format for this data.

This statement of services includes labor and support to assist with mapping the supplied “employee roster” data and to assist with loading “benefit election” (for passive enrollment clients) data to the online enrollment platform. While a recommended format is provided, Choicelinx realizes that data cannot always be provided in that format. Choicelinx will do its best to accommodate data in the format most convenient for the Client. Your Choicelinx specialist will guide the Client through the process and inform you if a change request is necessary to perform any additional mapping and/or data services.

3.5 Training and Customer Acceptance

Once configuration and data integration are complete, Choicelinx will provide training services for up to 5 people via an online session. Training will take approximately 3 hours and will cover the most common uses of the online enrollment platform. Additional training is provided throughout the year for newly hired administrators.

Once training is complete, access to a testing platform will be provided. This testing environment will be configured as described in the requirements documentation and loaded with the data supplied during data integration. We will make the test site available for Client to perform any desired testing to ensure the system is working as desired. Issues reported during acceptance testing will be triaged and addressed with an action plan.

3.6 Transition to Production

Once all testing is complete, Choicelinx will configure the production environment for use. A final load of employee data and elections is performed and the system is validated to ensure proper operation.

3.7 Client Obligation

Client will assign a key point of contact during implementation that will be tasked with participating in the critical requirements gathering phase and provide Choicelinx with Client’s business rules as they relate to eligibility and reporting. Client’s key point of contact will be required to sign off on the Client requirements document and participate and sign-off on Client Acceptance Testing prior to a production release.

This statement of services assumes requirements gathering, review, and Client sign-off will be completed within a reasonable timely manner. If requirements gathering cannot be completed in time, the Choicelinx specialist will walk the Client through the available options based on the Client’s unique situation and project timeline. This may include a delay in the schedule and/or a change request to adjust project resources to account for delays and maintain project schedule.



4 STANDARD ONGOING SERVICES

This section describes the standard ongoing services that are included.

4.1 Online Enrollment Support (Administrators)

Choicelinx provides Online enrollment support for the Client's benefits administrators for help using the enrollment platform. This includes items such as navigation, how to access reports, how to update benefits for an employee. Choicelinx provides support to benefit administrators who have attended training. Online training for newly hired staff is included in our standard service offering.

Choicelinx provides access to standard technical support during Choicelinx non-holiday weekdays from 8:30AM EST to 5:00 PM EST. An escalation process for emergency support issues outside of standard business hours will be outlined during implementation.

4.2 Vendor Files / Feeds

Choicelinx will transmit data to Cigna two times per week or less frequently if desired by the Client. Choicelinx will transmit data to the non Cigna vendors on a weekly basis.

Emergency eligibility updates that are required outside of the vendor file/feed schedule (for example, an immediate access to care change) are the responsibility of the Client and the associated vendor. Benefits InsightSM should be updated with any eligibility changes made directly with the vendor.

4.3 Ongoing "Employee Data" Feed

Choicelinx will accept a weekly feed of new hires, terminations, newly eligible employees, payroll group changes, and ongoing payroll changes (not benefit election data). This feed's requirements will be determined and tested during the data integration phase of the implementation.

This statement of services includes up to 5 hours of labor and support to assist with mapping the supplied "employee data" to the online enrollment platform. While a recommended format is provided, Choicelinx realizes that data cannot always be provided in that format. Choicelinx will do its best to accommodate data in the format most convenient for the Client; however, in some cases additional services may be required to perform this activity. The Choicelinx specialist will guide the Client through the process and inform the Client if a change request is necessary to perform any additional mapping and/or data services.

5 NON-STANDARD SERVICES AND REPORTING

After initial implementation, changes to the enrollment platform configuration or ad hoc reports will require a change request. Upon receipt of a change request, Choicelinx will assess the work effort and define an implementation timeline. Items that would require a change request outside of implementation and renewal include modification to previously agreed upon configuration information as documented in the requirements gathering documentation.

6 PLATFORM FEES AND ELIGIBILITY FILES

The platform portion of the expense is waived when the Client has Cigna Medical and/or Cigna Pharmacy and/or Cigna Group/Voluntary Products.

Platform fees, if applicable, will be invoiced as execution of the Statement of Services. Costs for non Cigna carrier feeds will be invoiced upon completion of Implementation.



Cigna Healthcare will be covering the cost of the annual non Cigna eligibility files. The platform fee is waived as there are Cigna products in place.

Annual Fees		Platform/File Fees	
Client Information			
Number of employees	1000-2999		\$48,000.00
Cigna products to waive platform fee			-\$48,000.00
Total Platform Fee			\$0.00
Non-Cigna Files Needed			\$8,500.00 (1)
			\$17,000.00 (2)
			\$25,500.00 (3)
			\$34,000.00 (4+)
Total Annual Fee		\$0.00 as Cigna is covering the changes.	
Service Summary			
Initial Implementation		Included	
Initial Data Imports		Included	
Administrator Training		Included	
Secure Web Platform		Included	
Electronic Data Interchange with Cigna		Included	
Ongoing Services			
Enrollment & Eligibility Management		Included	
Administrator and Employee Self-Service		Included	
Standard and Custom (Ad Hoc) Reports		Included	
Electronic Data Interchange with Non-Cigna Carriers		Based on number of files needed	
Call Center Support		Included with CGI Benefits	
Site Maintenance		Included	

8 SIGNATURES

Upon execution of this statement of services, project work will be initiated, and the Client will be contacted by our professional services staff to begin project work. This SOS is intended to supplement the Choicelinx License & Service Agreement and the Administrative Services Only Agreement (ASO Agreement) and/or the Policy of Insurance between Client and Cigna. This SOS will remain in effect until the termination of the ASO Agreement unless mutually agreed upon by the parties. In the event that Client elects to continue with Choicelinx services without a Cigna ASO Agreement, the Client will be required to sign a new Choicelinx License & Service Agreement (LSA) and a new SOS will be executed to reflect the applicable fees.

Client agrees to the services described in this statement of services. Any service not explicitly outlined in this document is considered out of scope and shall be set forth in a change order request.

Upon completion of this document, please fax the document to Choicelinx at 603.314.6001.

ATTEST:

CITY OF FORT LAUDERDALE

Jonda K. Joseph, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

CHOICELINX CORPORATION

Print Name:
Title:

By: _____
Print Name: Keith Seally
President

(CORPORATE SEAL)

STATE OF NH :
COUNTY OF Merrimack :

The foregoing instrument was acknowledged before me this 28 day of May, 2015, by Keith Seally as president for Choicelinx Corporation, a Delaware corporation.

Kathleen A. Lacasse
Notary Public, State of NH
(Signature of Notary Public)

KATHLEEN A. LACASSE, Notary Public
My Commission Expires November 17, 2016

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____



