



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#22-0817

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: October 18, 2022

TITLE: Motion Approving Agreements for Third-Party Administration of Group Health, Pharmacy Benefit Management, and Employee Assistance Programs with Cigna Health and Life Insurance Company and Evernorth Behavioral Health, Inc. – \$2,923,521 – (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve agreements, in substantially the forms attached, for Third-Party Administration (TPA) services for Group Health, Pharmacy Benefit Management (PBM), and a Business Associate Agreement (BAA) with Cigna Health and Life Insurance Company (Cigna); and a Business Associate Agreement with Evernorth Behavioral Health, Inc., for an Employee Assistance Program (EAP), in the initial three-year contract amount of \$2,923,521, and authorize the City Manager to approve three (3), one-year renewal options, in the estimated annual renewal amount of \$1,009,317, for a potential six-year contract amount of \$5,951,472, contingent upon appropriation of funds.

Background

The City's final renewal option for administrative services will expire on December 31, 2022.

The solicitation process began on June 3, 2022, with RFP 12698-525 being issued and advertised for TPA group health, PBM and EAP services. On June 30, 2022, the RFP closed with a total of two (2) firms submitting proposals.

- Aetna/CVS (Aetna)
- Cigna Health and Life Insurance Company (Cigna)

On July 8, 2022, the chosen evaluation committee consisting of Katrina Valentino, Benefits Manager; Matt Cobb, Assistant Risk Manager; and Julie Oakley-Garofalo, Senior Administrative Assistant (Teamsters); met with Erick Martinez, Senior Procurement Specialist and John Torrenga, Procurement Administrator. The City's Benefits Consultant and Actuary also assisted in the analysis of networks and repricing. With only two firms

fiscal management, cost effective operations, and long-term planning.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan*, specifically advancing:

- The Internal Support Focus Area
- Implementation Element
- Goal 1: The Fort Lauderdale Comprehensive Plan shall accomplish the City's *Fast Forward Fort Lauderdale 2035 Vision Plan* regarding the City's future growth and the six Cylinders of Excellence and shall be the City's primary policy document to guide all of its activities and development.

Attachments

Exhibit 1 – Solicitation (to be provided separately)

Exhibit 2 – Final Ranking

Exhibit 3A – Cigna Proposal – Part 1

Exhibit 3B – Cigna Proposal - Part 2

Exhibit 4 – City Agreement

Exhibit 5 – Cigna's Medical ASO Agreement

Exhibit 6 – Cigna's Pharmacy ASO Agreement

Exhibit 7 – Cigna Health and Life BAA

Exhibit 8 – Evernorth Behavioral Health, Inc., BAA

Prepared by: Katrina L Valentino, Human Resources
Friseta Davis, Senior Administrative Assistant, Finance

Department Director: Jerome Post, Human Resources
Susan Grant, Finance

Yea: 4 - Vice Mayor Sorensen, Commissioner Moraitis, Commissioner Glassman and Mayor Trantalis

Not Present: 1 - Commissioner McKinzie

RMH CP-3 22-0872 Motion Approving Award for Purchase of Communication Maintenance and Support Services - Econo-Comm Inc. and Tech Tronix Pro - \$260,000 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Vice Mayor Sorensen, Commissioner Moraitis, Commissioner Glassman and Mayor Trantalis

Not Present: 1 - Commissioner McKinzie

RMH CP-4 22-1036 Motion Rescinding Award to Koldaire, Inc. - \$490,615 and Rejecting Bid from B&I Contractors, Inc. for Installation of Heating, Ventilation and Air Conditioning (HVAC) Services at Fire Rescue Station #54 - (Commission District 1)

APPROVED

Yea: 4 - Vice Mayor Sorensen, Commissioner Moraitis, Commissioner Glassman and Mayor Trantalis

Not Present: 1 - Commissioner McKinzie

PGB CP-5 22-0817 Motion Approving Agreements for Third-Party Administration of Group Health, Pharmacy Benefit Management, and Employee Assistance Programs with Cigna Health and Life Insurance Company and Evernorth Behavioral Health, Inc. - \$2,923,521 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Vice Mayor Sorensen, Commissioner Moraitis, Commissioner Glassman and Mayor Trantalis

Not Present: 1 - Commissioner McKinzie

PGB CP-6 22-0820 Motion Approving Contract for Purchase of Dental Insurance - Cigna Health and Life Insurance Company - \$5,575,378 (three-year total) - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Vice Mayor Sorensen, Commissioner Moraitis, Commissioner Glassman and Mayor Trantalis

Not Present: 1 - Commissioner McKinzie

Jennie Torres

From: Paul Bangel
Sent: Thursday, May 4, 2023 11:01 AM
To: Jennie Torres
Subject: FW: Corporate Secretary Confirmation

From: Brown, Geneva C ESQ TL7LF <Geneva.Brown@Cigna.com>
Sent: Wednesday, May 3, 2023 2:22 PM
To: Paul Bangel <PBangel@fortlauderdale.gov>
Cc: Jennifer Larregui <JLarregui@Fortlauderdale.gov>
Subject: [EXTERNAL:CAUTION!]- RE: Corporate Secretary Confirmation

[::CAUTION!:] This email originated from *outside* The City of Fort Lauderdale. Do Not Reply, click links, or open attachments from an unknown or suspicious origin. Confirm the email address is from an expected source before taking action.
Report any suspicious emails to spamadmin@fortlauderdale.gov

Hello Paul,

Based on our internal approvals executed by Evernorth Behavioral Health, Inc., Yesenia has authority to sign a BAA on behalf of Evernorth Behavioral Health, Inc.

Thank you,
Geneva

Geneva Campbell Brown, Esq.
Office of the Corporate Secretary
Senior Counsel, Corporate Governance & Shareholder Engagement
Lead Counsel, Cigna Foundation
Two Liberty Place, 1601 Chestnut St.
Philadelphia, PA 19192
(215) 761-6399
geneva.brown@cigna.com



Click [HERE](#) to access Diligent, Cigna's corporate governance entity management database, for a self-service repository of information about entities under The Cigna Group (including company profiles, director/officer information and select reports).

This communication contains privileged and confidential information and/or attorney work product prepared in anticipation of or in connection with litigation. Confidential, unpublished property of The Cigna Group. Do not duplicate or distribute. Use and distribution limited solely to authorized personnel. © Copyright 2023 The Cigna Group.

From: Paul Bangel [<mailto:PBangel@fortlauderdale.gov>]
Sent: Tuesday, May 02, 2023 2:18 PM
To: Brown, Geneva C ESQ TL7LF <Geneva.Brown@Cigna.com>

Cc: Jennifer Larregui <JLarregui@Fortlauderdale.gov>
Subject: [External] RE: Corporate Secretary Confirmation

Thank you. However, it is a Business Associate Agreement with Evernorth Behavioral Health, Inc., for which signature authority is not clear.

Paul G. Bangel, B.C.S.
Senior Assistant City Attorney

City Attorney's Office
100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-5045 | pbangel@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Brown, Geneva C ESQ TL7LF <Geneva.Brown@Cigna.com>
Sent: Tuesday, May 2, 2023 11:36 AM
To: Paul Bangel <PBangel@fortlauderdale.gov>
Subject: [EXTERNAL:CAUTION!]- Corporate Secretary Confirmation

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

[::CAUTION!:] This email originated from *outside* The City of Fort Lauderdale.
Do Not Reply, click links, or open attachments from an unknown or suspicious origin. Confirm the email address is from an expected source before taking action.
Report any suspicious emails to spamadmin@fortlauderdale.gov

Hello Paul,

My name is Geneva Brown and I serve as Corporate Secretary for Cigna Health and Life Insurance Company as well as Secretary for Evernorth Behavioral Health, Inc. As a duly elected officer of both entities, I confirm that Yesenia Sanchez is authorized to sign the ASO agreement.

Please let me know if you need any additional confirmation.

Thank you,
Geneva

Geneva Campbell Brown, Esq.
Office of the Corporate Secretary
Senior Counsel, Corporate Governance & Shareholder Engagement
Lead Counsel, Cigna Foundation

Two Liberty Place, 1601 Chestnut St.
Philadelphia, PA 19192
(215) 761-6399
geneva.brown@cigna.com



Click [HERE](#) to access Diligent, Cigna's corporate governance entity management database, for a self-service repository of information about entities under The Cigna Group (including company profiles, director/officer information and select reports).

This communication contains privileged and confidential information and/or attorney work product prepared in anticipation of or in connection with litigation. Confidential, unpublished property of The Cigna Group. Do not duplicate or distribute. Use and distribution limited solely to authorized personnel. © Copyright 2023 The Cigna Group.

CONFIDENTIALITY NOTICE: If you have received this email in error, please immediately notify the sender by e-mail at the address shown. This email transmission may contain confidential information. This information is intended only for the use of the individual(s) or entity to whom it is intended even if addressed incorrectly. Please delete it from your files if you are not the intended recipient. Thank you for your compliance. Copyright (c) 2023 Cigna
=====

CONFIDENTIALITY NOTICE: If you have received this email in error, please immediately notify the sender by e-mail at the address shown. This email transmission may contain confidential information. This information is intended only for the use of the individual(s) or entity to whom it is intended even if addressed incorrectly. Please delete it from your files if you are not the intended recipient. Thank you for your compliance. Copyright (c) 2023 Cigna
=====

**CIGNA HEALTH AND LIFE INSURANCE COMPANY
EVERNORTH BEHAVIORAL HEALTH, INC.**

SECRETARY'S CERTIFICATE

The undersigned, a duly elected Corporate Secretary of Cigna Health and Life Insurance Company ("CHLIC") and Secretary of Evernorth Behavioral Health, Inc. ("EBH"), does hereby represent and certify that the following:

Signature Authority for CHLIC

The following resolution was adopted by the Board of Directors of CHLIC on March 25, 2019, and such resolution remains in full force and effect as of the date hereof, not having been amended, modified or rescinded since the date of its adoption:

Execution of Documents

RESOLVED, that any President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer, or their designees, be, and each of them hereby is authorized and empowered to enter into, execute, acknowledge and deliver, on behalf of the Company, any and all agreements, contracts, assignments, equipment leases, transfers, powers of attorney, and other written documents and instruments and amendments or changes to any such documents or instruments that they, or any of them, may deem necessary or desirable in connection with the regular and ordinary business activities of the Company, including but not limited to entering into contracts and incurring liabilities with respect to the purchase of goods and services on behalf of the Company in the ordinary course of its business.

It is hereby further certified that Yesenia Sanchez is a Vice President of CHLIC having been elected by the Board of Directors on June 28, 2021.

Signature Authority for EBH

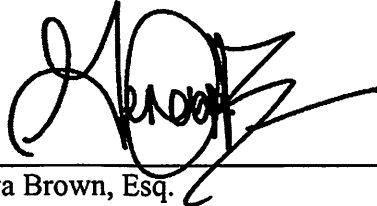
The following resolution was adopted by the Board of Directors of EBH on February 20, 2023, and such resolution remains in full force and effect as of the date hereof, not having been amended, modified or rescinded since the date of its adoption:

RFP Signature Authorization

RESOLVED, that any officer of the Company or person holding the title of Regional Growth Leader, Market Growth Leader, or President of Government & Education for the Company or any of its subsidiaries or affiliates is hereby authorized to enter into and sign requests for proposal responses and any related documents on behalf of the Company.

It is hereby further certified that Yesenia Sanchez holds the title of Market Growth Leader for EBH or any of its subsidiaries or affiliates and is authorized to enter into and sign documentation as set forth in the aforementioned resolution as an Authorized Signatory as of February 20, 2023.

IN WITNESS WHEREOF, I hereunto set my hand on this 8th day of March, 2023.

A handwritten signature in black ink, appearing to read 'Geneva Brown', written over a horizontal line.

Geneva Brown, Esq.
Corporate Secretary, Cigna Health and Life Insurance
Company
Secretary, Evernorth Behavioral Health, Inc.

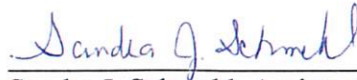
CIGNA HEALTH AND LIFE INSURANCE COMPANY

SECRETARY'S CERTIFICATE

The undersigned, a duly elected Assistant Secretary of Cigna Health and Life Insurance Company (the "Company") does hereby represent and certify the following:

1. That Jill Stadelman resigned from the Company as its Secretary on May 27, 2022; and
2. That Geneva Brown was elected by the Board of Directors of the Company as the Corporate Secretary on June 15, 2022.

IN WITNESS WHEREOF, I hereunto set my hand on this 5th day of April, 2023.



Sandra J. Schmehl, Assistant Secretary



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

CIGNA HEALTH AND LIFE INSURANCE COMPANY

Filing Information

Document Number	F96000002814
FEI/EIN Number	59-1031071
Date Filed	06/04/1996
State	CT
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	03/24/2010
Event Effective Date	NONE

Principal Address

900 Cottage Grove Road
Bloomfield, CT 06002

Changed: 06/25/2020

Mailing Address

900 Cottage Grove Road
Bloomfield, CT 06002

Changed: 06/25/2020

Registered Agent Name & Address

CHIEF FINANCIAL OFFICER
200 E. GAINES ST
TALLAHASSEE, FL 32399-0000

Name Changed: 03/17/2003

Address Changed: 04/07/2014

Officer/Director Detail

Name & Address

Title Director

BUCKLEY, TIMOTHY
900 Cottage Grove Road
Bloomfield, CT 06002

Title DIRECTOR, President

HUGGINS, JULIA
900 Cottage Grove Road
Bloomfield, CT 06002

Title DIRECTOR, MEMBER OF INVESTMENT COMMITTEE, CHAIRMAN OF EXECUTIVE COMMITTEE, SENIOR VICE PRESIDENT

LABONTE, TRACY
900 Cottage Grove Road
Bloomfield, CT 06002

Title Director, CFO, ASSISTANT VICE PRESIDENT, ACTUARY

ROTTKAMP, JOHN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT -INVESTMENT RISK MANAGEMENT, ACTUARY, Director, MEMBER OF INVESTMENT COMMITTEE

RUSSELL, DAVID
900 Cottage Grove Road
Bloomfield, CT 06002

Title Director, MEMBER OF INVESTMENT COMMITTEE

SNOW, CHRISTOPHER
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

ABATE, ANTHONY
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

ABBURI, APARNA
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

ANDERSON, TRACEY
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

ARCISZEWSKI, TODD
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

ARMSTRONG, LINDSAY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

AUSTIN, KAREN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

BARNES, GREGORY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

BARNETT, PETER
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

BERARDO, JEFF
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

BERNIER, RHIANNON
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

BLAKESLEE, ERIC
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

BORDEN, EVA
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

BOWE, CHRISTOPHER
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

BRISSETT, STEPHEN
900 Cottage Grove Road
Bloomfield, CT 06002

Title Secretary

BROWN, GENEVA
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

BRUNDIN, KELLY
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

CELMER, SUSAN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

CETTI, WILLIAM
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

CROMPTON, MICHAEL
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

CROOKE, STEVEN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

CULP, GARY
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

DANZIGER, LAUREN
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

DEMONTEVERDE, MICHELLE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

ROSA DE , CHRISTOPHER
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP, ASSISTANT TREASURER

DILLON, TERRENCE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

SAWALLESH, ALISON EPPINGER
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

ERICKSON, KIRK
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

EVELYN, BONNIE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

FARVER, KAREN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

FITZPATRICK, JAMES
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT, ASSISTANT TREASURER

FLEMING, MARK
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

FREELAND, TIMOTHY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

FUNDERBURK, KIMBERLY
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

GAO, DIFEI
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

GERHARD, GLENN
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

GIRTON, MICHELLE
900 Cottage Grove Road
Bloomfield, CT 06002

Title Director

GORMAN, STEPHANIE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

GOROETZER, KRISTEN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

GRAY, RICHARD
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

HALEY, WILLIAM
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

HAMM, KENNETH
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

HICKEY, JAMES
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

HOPKINS, LORI
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

JEFFREYS, MARC
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

JOBE, ELIZABETH
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP, ASSISTANT VICE PRESIDENT

JOHNSON, ROBERT
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

JORDAL, KRISTIN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP, CHIEF MEDICAL OFFICER

JOSEPHS., SCOTT , M.D.
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KANE, WILLIAM
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KENYON, MATTHEW
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KHAN M.D., M.M., ASLAM
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KOBUS, DAVID
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KOCHER, RYAN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KOWALCZYK, THOMAS
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KRONBERG, DEBORAH
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

KRUPP, TARA
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

KU, KELLY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

MAZLISH, LEONARD
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

METROW, SUSAN
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

MILBRANDT, TROY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

MIRABELLA, MORRIS
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

MONACO, PETER
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

MOREAU, JENNIFER
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

MULLINS, NANCY
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

NAIK, MANISH
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

NEMECEK, DOUGLAS
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

OLEKSAK, KEVIN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

O'NEIL, KATHLEEN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

OUGH, BRIAN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

PARETE, NANDO
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT DIRECTOR

PERROTTA, GLORIA
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

POTTER, CHRISTOPHER
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY, ASSISTANT DIRECTOR

QUENTAL, ANN
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

RAPISARDI, EUGENE
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP, ASSISTANT TREASURER

REYNOLDS, DREW
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

ROBLE, JOHN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

ROOKER, TODD
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

ROSANO, JOHN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SAATHOFF, STEPHEN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SADLER, JASON
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SANCHEZ, YESENIA
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

SCARDELLETTE, FREDERICK
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

SCATURO, JOANNE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

SCHAEFFER, PAUL
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

SCHMEHL, SANDRA J.
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SECCHIA, RICHARD
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

SHANE, BARRY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SHEPARD, KIMBERLY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SHERIDAN, TIMOTHY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

SHERRY, WENDY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SILVAY, KENNETH
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY, VP

SKRIPOL, REBECCA
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SMITH, DEBRA
900 Cottage Grove Road
Bloomfield, CT 06002

Title Director

SMITH, VICTORIA
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

SPILLANE, DANIEL
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

STACY, ADAM
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

STEWART, KATHLEEN
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

SWANSON, DAVID
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

THOMAS, LANCE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

TIMM, KATHLEEN
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

TORRES, ERIKA
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

TOTTERDALE , MATTHEW , II
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

TRIPLETT , MICHAEL , Sr.
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

UNNERSTALL, CHRISTOPHER
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

UTTERBACK, CHARLES
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

VANGELI, MARIO
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

VERTEFEUILLE, MARK
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

WALKER, NATALIE
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

WEBB, JOHN
900 Cottage Grove Road
Bloomfield, CT 06002

Title Treasurer, VP

LAMBERT, SCOTT
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

CIMINI, CRAIG
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

COLBORN , CHRISTOPHER
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

FORTIN , VALERIE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT TREASURER, VP

HART, JOANNE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

HENDSEY, BRADLEY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

HINMAN , LINDY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

HOLGERSON , BRYAN
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

HOLZLI , TIMOTHY
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

IREDELL , CRAIG
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

JOHNSON , JANET
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

KAPLAN , MICHAEL
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

LEE , JENNIFER
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

LESTER , TYLER
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

LEVENBACH , GARY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VP

LEWIS, EDWARD
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

LEZON , ALISON
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

LIPSON , GREG
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

LOUGH , LISA
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT SECRETARY

LUKASIAK , STACIE
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT, ACTUARY

MALONE , GREGORY
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

MARTINEZ , ERIC
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

MATHEWS , RANDY
900 Cottage Grove Road
Bloomfield, CT 06002

Title DIRECTOR

MCGOLDRICK , FRANCIS
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

OCHAL , MARK
900 Cottage Grove Road
Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

OWENS , THOMAS
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

ZWICK , ROBERT
900 Cottage Grove Road
Bloomfield, CT 06002

Title VICE PRESIDENT

ZORNOSA , NICHOLAS
900 Cottage Grove Road
Bloomfield, CT 06002

Title VALUATION ACTUARY, VP

YABLECKI , JAMES
900 Cottage Grove Road
Bloomfield, CT 06002

Title ACTUARY

WORTHINGTON , MATTHEW

900 Cottage Grove Road
 Bloomfield, CT 06002

Title ASSISTANT SECRETARY

WILLIAMS , ROSINA

900 Cottage Grove Road
 Bloomfield, CT 06002

Title ASSISTANT VICE PRESIDENT

WELCH , PETER

900 Cottage Grove Road
 Bloomfield, CT 06002

Title ASSISTANT SECRETARY

WEGRZYNIAK , HEATHER

900 Cottage Grove Road
 Bloomfield, CT 06002

Title VICE PRESIDENT - DERIVATIVES

THOMAS , LISA

900 Cottage Grove Road
 Bloomfield, CT 06002

Annual Reports

Report Year	Filed Date
2023	03/11/2023
2023	04/06/2023
2023	04/10/2023

Document Images

04/10/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/06/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/11/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
06/25/2020 -- ANNUAL REPORT	View image in PDF format
04/20/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
04/20/2017 -- ANNUAL REPORT	View image in PDF format
04/23/2016 -- ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format

03/08/2011 -- ANNUAL REPORT	View image in PDF format
05/17/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2010 -- Amendment and Name Change	View image in PDF format
07/17/2009 -- ANNUAL REPORT	View image in PDF format
01/21/2008 -- ANNUAL REPORT	View image in PDF format
03/13/2007 -- ANNUAL REPORT	View image in PDF format
03/09/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
07/07/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
03/27/2002 -- ANNUAL REPORT	View image in PDF format
02/13/2001 -- ANNUAL REPORT	View image in PDF format
06/07/2000 -- ANNUAL REPORT	View image in PDF format
11/23/1999 -- Name Change	View image in PDF format
05/04/1999 -- ANNUAL REPORT	View image in PDF format
02/19/1998 -- ANNUAL REPORT	View image in PDF format
09/17/1997 -- ANNUAL REPORT	View image in PDF format
06/04/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format
06/04/1996 -- Foreign Qualification	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

EVERNORTH BEHAVIORAL HEALTH, INC.

Filing Information

Document Number	P26554
FEI/EIN Number	41-1648670
Date Filed	10/23/1989
State	MN
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	09/01/2021
Event Effective Date	NONE

Principal Address

6625 West 78th Street
Bloomington, MN 55439

Changed: 02/23/2023

Mailing Address

6625 West 78th Street
Bloomington, MN 55439

Changed: 02/23/2023

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 07/24/1992

Address Changed: 07/24/1992

Officer/Director Detail

Name & Address

Title Director, President

BORDEN, EVA
6625 West 78th Street
Bloomington, MN 55439

Title Director, CFO

MEADE, JASON
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT VICE PRESIDENT

BARNETT, PETER
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT SECRETARY

BERNIER, RHIANNON
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT VICE PRESIDENT

BRADY, STEPHEN
6625 West 78th Street
Bloomington, MN 55439

Title SECRETARY

BROWN, GENEVA
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT VICE PRESIDENT

COLBORN, CHRISTOPHER
6625 West 78th Street
Bloomington, MN 55439

Title VICE PRESIDENT, ASSISTANT TREASURER

FLEMING, MARK
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT VICE PRESIDENT

HALEY, WILLIAM
6625 West 78th Street
Bloomington, MN 55439

Title VICE PRESIDENT, ASSISTANT TREASURER

HART, JOANNE
6625 West 78th Street
Bloomington, MN 55439

Title TREASURER, VP

LAMBERT, SCOTT
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT VICE PRESIDENT

MARTINEZ, ERIC
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT SECRETARY

METROW, SUSAN
6625 West 78th Street
Bloomington, MN 55439

Title DIRECTOR

PERROTTA, GLORIA
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT SECRETARY

QUENTAL, ANN
6625 West 78th Street
Bloomington, MN 55439

Title VICE PRESIDENT, ASSISTANT TREASURER

REYNOLDS, DREW
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT SECRETARY

SCHMEHL, SANDRA J.
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT SECRETARY

TORRES, ERIKA
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT SECRETARY

WEGRZYNIAK, HEATHER
6625 West 78th Street
Bloomington, MN 55439

Title ASSISTANT VICE PRESIDENT

BOWE, CHRISTOPHER
6625 West 78th Street
Bloomington, MN 55439

Annual Reports

Report Year	Filed Date
2022	04/20/2022
2023	02/23/2023
2023	04/10/2023

Document Images

<u>04/10/2023 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>02/23/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/20/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/01/2021 -- Amendment and Name Change</u>	View image in PDF format
<u>04/30/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/28/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/30/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/11/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/15/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/07/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/09/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/19/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/22/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/14/2006 -- ANNUAL REPORT</u>	View Image in PDF format
<u>04/06/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/02/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/06/2002 -- ANNUAL REPORT</u>	View image in PDF format

05/12/2001 – ANNUAL REPORT

[View image in PDF format](#)

05/17/2000 – ANNUAL REPORT

[View image in PDF format](#)

09/15/1999 – Name Change

[View image in PDF format](#)

03/22/1999 – ANNUAL REPORT

[View image in PDF format](#)

05/13/1998 – ANNUAL REPORT

[View image in PDF format](#)

01/30/1997 – ANNUAL REPORT

[View image in PDF format](#)

03/14/1996 – ANNUAL REPORT

[View image in PDF format](#)

02/01/1995 – ANNUAL REPORT

[View image in PDF format](#)

**AGREEMENT FOR SINGLE SOURCE THIRD PARTY ADMINISTRATOR,
PHARMACY AND EMPLOYEE ASSISTANCE**

THIS AGREEMENT, made this 18th day of October, 2022, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Cigna Health and Life Insurance Company, a Connecticut corporation authorized to transact business in the State of Florida (“Contractor” or “Company”), whose address is 900 Cottage Grove Road, Bloomfield, Connecticut 06002, Email: Michelle.Alperstein@Cigna.com; Phone: 860-902-5449, (collectively, “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor shall provide to the City Single Source Third Party Administrator, Pharmacy and Employee Assistance services (the “Work”), and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Solicitation No. 12698-525, Single Source Third Party Administrator, Pharmacy and Employee Assistance, including any and all exhibits and addenda, prepared by the City of Fort Lauderdale, (“RFP” or “Exhibit A”);
- (2) The Contractor’s response to the RFP, dated June 30, 2022, (“Exhibit B”) except that the following provisions and components of Exhibit B are rejected and deleted:

- (a) Any and all language suggesting that Exhibit B is confidential or exempt from disclosure, including, but not limited to, the following, shown here as stricken:

~~Confidential, unpublished property of Cigna. Use and distribution limited solely to authorized personnel.~~

~~The information contained in this proposal is proprietary and confidential to Cigna. The information may only be used for the purpose of evaluating Cigna appropriateness for fulfilling the obligations of the RFP. Information contained in this proposal may not be used in any other manner without the prior consent of Cigna.~~

~~Private and confidential property of Cigna. Do not duplicate or distribute.~~

~~Confidential, unpublished property of Cigna. Do not duplicate or distribute. Use and distribution limited solely to authorized personnel.~~

- (b) Any and all language suggesting that any portion of Exhibit B is copyright-protected, including, but not limited to, the following, shown here as

stricken: © 2021 Cigna, © Copyright 2022 Cigna, © 2022 Cigna, and Copyright © 2003-22 Quest Analytics, LLC.

- (c) Sample ASO Contract
 - (d) Cover Sheet to Agreement for Employee Assistance Program Services and Agreement for Employee Assistance Program Services.
- (3) Administrative Services Only (“ASO”) Agreement and Pharmacy Administrative Services Only “ASO” Agreement, (collectively, “Exhibit C”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee);
- B. Second, Exhibit C;
- C. Third, this Agreement dated October 18, 2022, and any attachments;
- D. Fourth, Exhibit A;
- E. Fifth, Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on January 1, 2023, and shall end on December 31, 2025. The City reserves the right to extend this Agreement for three (3) additional one-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September

30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

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 that 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.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, 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, independent contractor, subcontractor, or sublicensee of the Contractor. Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, 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 the City's treatment of any records submitted

by the Contractor to the City as exempt from disclosure or confidential and exempt from disclosure or as trade secret. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, 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 infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement 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.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be included as an additional insured on a blanket basis with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability Errors & Omissions (E&O)

Coverage must be afforded for Wrongful Acts in an amount not less than \$15,000,000 aggregate.

Contractor must keep the professional liability E&O insurance in force until the fourth anniversary of expiration of the policy in force.

Cyber Liability

Coverage must be afforded in an amount not less than \$15,000,000 in the aggregate for including by not limited to: i) data breach, ii) unauthorized access to or use of computer systems (including personal handheld devices and laptops), iii) loss or disclosure of confidential or personal information, and iv) third-party liability arising out of any loss of data or information that is deemed confidential by any applicable law..

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Leased, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. Coverage will respond on a primary basis to Contractor's employee claims.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor agrees to provide the City a 30-day notice of cancellation of any of its insurance programs if any insurance policy(ies) is(are) cancelled or non-renewed and not immediately replaced by a substantially similar insurance program.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- c. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- d. The City shall be included as an Additional Insured on a blanket basis on all liability policies, with the exception of Employer's Liability, Professional Liability E&O and Workers' Compensation.
- e. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy on a blanket basis.
- f. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance, except for Workers' Compensation and Employer's Liability, as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract, if not immediately replaced with a substantially similar insurance program. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

The Contractor shall, at its sole discretion, require each independent contractor and subcontractor under this Agreement to maintain reasonable and customary types and limits of insurance.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and

shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. 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 Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, 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 three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement

of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, 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 contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), 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.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's 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 Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. 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. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in

the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor 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.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor'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.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-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.

R. Compliance With Laws

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

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be construed in accordance with and governed by the laws of 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 the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. 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's Mayor and/or City Manager, as determined by the Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. 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.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor 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.

Y. 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.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is

delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2) Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

EE. Security Breach

The Contractor agrees to provide electronic and physical security to Personal Information, as defined in Section 501.171, Florida Statutes (2022), as may be amended or revised, ("Section 501.171"), that Contractor obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing Personal Information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2022), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of data in electronic form containing Personal Information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes (2022), as may be amended or revised, the Contractor shall provide or cause to be provided credit monitoring and identity theft protection to affected persons, establish and operate a call center for affected persons, and perform other functions and provide other services as required by law. The Contractor shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Contractor.

In addition, in the event of a breach of security, the Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. The Contractor shall provide the City all information reasonably necessary to enable the City to understand the nature and scope of the breach of security. In such case, the Contractor shall provide information to the City about what actions the Contractor has taken to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, City data. The City may suspend any services or products provided by the Contractor until the City determines that the cause of the breach of security has been sufficiently mitigated.

The Contractor shall defend, indemnify, and hold harmless the City from and against any loss, liability, damage, costs, or expenses, including, but not limited to, reasonable attorneys' fees, to the extent arising from third-party claims or actions against the City as a result of any breach of security involving City data. The indemnification provided above shall include where applicable, the full cost of, forensic analysis, system remediation to eliminate the cause of the breach of security, notice letters to potentially affected individuals, credit monitoring services, identity theft protection services, call center costs and expenses, notification letters to regulatory authorities, reasonable attorney's fees, civil penalties, and any cost and expenses associated with other functions or services as required by law.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

City of Fort Lauderdale

By: _____
Greg Chavarria, City Manager

Approved as to form:

Sr. Paul Samuel
Assistant City Attorney

WITNESSES:

Cigna Health and Life Insurance Company

Katrina L. Valentino

Signature

Katrina L. Valentino

Print Name

Matthew Eaton

Signature

Matthew Eaton

Print Name

By:

Yesenia Sanchez
Yesenia Sanchez, Vice President

(CORPORATE SEAL)

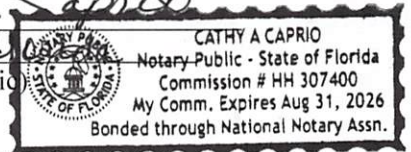
STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of February, 2023 by Yesenia Sanchez as Vice President for Cigna Health and Life Insurance Company, a Connecticut corporation authorized to transact business in the State of Florida.

(SEAL)

Cathy A. Caprio

Notary Public, State of Florida
(Signature of Notary Public)



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

Personally Known ___ OR Produced Identification X
Type of Identification Produced FL DL

[Faint handwritten text]

[Handwritten signature]

[Handwritten signature]
[Faint text below signature]

[Faint handwritten text]

X
[Faint handwritten text]

Stamp: **STAMP & CARBON**
Notary Public - State of Florida
Commission # 11137400
My Comm. Expires Aug 11, 2019
Bonded through National Notary Assn.

[Handwritten signature]

X
[Faint handwritten text]

Business Associate Agreement

This Business Associate Agreement is made and entered into this 18th day of October, 2022, by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as the "Covered Entity" or "City"), and Cigna Health and Life Insurance Company, a Connecticut corporation authorized to transact business in the State of Florida, (hereinafter referred to as "Business Associate" or "Contractor").

WHEREAS, the Covered Entity and the Business Associate have established a business relationship in which Business Associate, acting for or on behalf of Covered Entity, receives Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 ("Act"); and

WHEREAS, the Covered Entity and the Business Associate desire to comply with the requirements of the Act's Privacy Rule as further set out below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Covered Entity and the Business Associate agree as follows:

1. Definitions

a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules ("Privacy Rule"), as codified in 45 Code of Federal Regulations Parts 160 through 164, as may be amended. In addition, "Secretary" means the Secretary of the United States Department of Health & Human Services.

2. Obligations and Activities of Business Associate

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent or subcontractor, to

whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, if the Business Associate has Protected Health Information in a Designated Record Set.

g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, in a reasonable time and manner, if Business Associate has Protected Health Information in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, within thirty (30) days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.i of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

k. Sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

l. Business Associate shall comply with the privacy, security, and security breach notification provisions applicable to a business associate pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), 42 U.S.C.A. §17921 *et seq.* (2022), as may be amended or revised, ("HITECH"), any regulations promulgated thereunder, and any amendments to the Privacy Rule, all of

which are hereby incorporated herein by reference.

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement for Single Source Third Party Administrator, Pharmacy and Employee Assistance between the Covered Entity and Cigna Health and Life Insurance Company dated October 18, 2022, ("Original Contract"), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

~~b. Except as otherwise limited in this Agreement, Business Associate may~~ disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

e. Business Associate may use Protected Health Information to deidentify the information in accordance with 45 C.F.R. 164.514(a)-(c).

f. Business Associate may use Protected Health Information as Required by law.

g. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

h. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth above.

5. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or ~~is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction~~ may affect Business Associate's use or disclosure of Protected Health Information.

6. Permissible Requests by Covered Entity

a. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate if required by the terms of the Original Contract.

7. Term and Termination

a. The Term of this Agreement shall be effective as of the effective date of the Original Contract, and shall terminate when the Original Contract terminates. Upon termination, all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, shall be destroyed or returned to Covered Entity, except that, if it is infeasible to return or destroy Protected Health Information, or if it is illegal to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

b. Upon either party's knowledge of a material breach by the other party, the nonbreaching party shall either:

1. Provide an opportunity of at least thirty (30) days for the breaching

party to cure the breach or end the violation and terminate this Agreement and the Original Contract if the breaching party does not cure the breach or end the violation within the time specified by the nonbreaching party;

2. Immediately terminate this Agreement and the Original Contract if the breaching party has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, the nonbreaching party shall report the violation to the Secretary.

c. Effect of Termination

1. Except as provided in paragraph 2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return, or destroy, except as prohibited by Florida law, all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate's return or destruction of the Protected Health Information would be infeasible or illegal, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible or illegal, for so long as Business Associate maintains such Protected Health Information. Upon written request from the Covered Entity, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible or illegal. At all times Business Associate shall comply with the Florida public records law and exemptions therefrom, and applicable Florida records retention requirements.

8. Miscellaneous

a. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended or revised.

b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. If the parties are unable to reach agreement regarding an amendment to this Agreement, either Business Associate or Covered Entity may terminate this Agreement upon ninety (90) days written notice to the other party.

c. The respective rights and obligations of Business Associate under Sections

7(c)(1) and 7(c)(2) of this Agreement shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

e. Business Associate shall indemnify, hold harmless, and defend at Business Associate's expense, counsel being subject to Covered Entity's approval, the Covered Entity, and the Covered Entity's officers, employees, volunteers, and agents, (collectively "indemnitees"), against any and all claims, actions, lawsuits, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses incurred by any of the indemnitees arising out of or in connection with Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or any act or omission by Business Associate or by any of Business Associate's officers, employees, agents, or subcontractors, including Business Associate's failure to perform any of its obligations under the Privacy Rule. Business Associate shall pay any and all expenses, fines, judgments, and penalties, including court costs and attorney fees, which may be imposed upon any of the indemnitees resulting from or arising out of Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or other act or omission. ~~Notwithstanding the foregoing provisions of this section, in no event will an indemnifying party be liable to an indemnified party under contract, tort, or any other legal theory, for incidental, consequential, or indirect damages.~~

f. 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 United States District Court for the Southern District of Florida.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 954-828-5002, PRRContract@fortlauderdale.gov, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, ATTENTION: CITY CLERK.

Notwithstanding anything contained in this Agreement to the contrary, except as otherwise provided by superseding federal law, Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida

Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City of Fort Lauderdale and Cigna Health and Life Insurance Company execute this Business Associate Agreement as follows:


City of Fort Lauderdale


By: 
Greg B. Chavarria, City Manager

Approved as to form:


Sr. Assistant City Attorney

WITNESSES:


Signature
Print Name: Katrina L. Valentino


Signature
Print Name: Matthew Eaton

Cigna Health and Life Insurance Company

By: 
Yesenia Sanchez, Vice President

(CORPORATE SEAL)

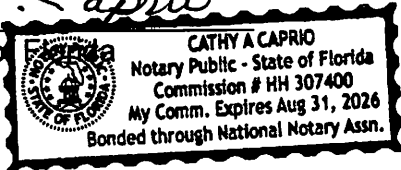
STATE OF Florida :
COUNTY OF Broward :

The foregoing Business Associate Agreement was acknowledged before me by means of physical presence or online notarization, this 13th day of February 2022, by Yesenia Sanchez as Vice President for Cigna Health and Life Insurance Company, a Connecticut corporation authorized to transact business in the State of Florida.

(SEAL)

Cathy A. Caprio

Notary Public, State of
(Signature of Notary)



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

Personally Known _____ OR Produced Identification X
Type of Identification Produced FL DL

10/10/10
10/10/10

X

MAILED
OCT 10 2010
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

MAILED
OCT 10 2010
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535



10/10/10

Business Associate Agreement

This Business Associate Agreement is made and entered into this 18th day of October, 2022, by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as the "Covered Entity" or "City"), and Evernorth Behavioral Health, Inc., a Minnesota corporation authorized to transact business in the State of Florida, (hereinafter referred to as "Business Associate" or "Contractor").

WHEREAS, the Covered Entity and the Business Associate have established a business relationship in which Business Associate, acting for or on behalf of Covered Entity, receives Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 ("Act"); and

WHEREAS, the Covered Entity and the Business Associate desire to comply with the requirements of the Act's Privacy Rule as further set out below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Covered Entity and the Business Associate agree as follows:

1. Definitions

a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules ("Privacy Rule"), as codified in 45 Code of Federal Regulations Parts 160 through 164, as may be amended. In addition, "Secretary" means the Secretary of the United States Department of Health & Human Services.

2. Obligations and Activities of Business Associate

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, if the Business Associate has Protected Health Information in a Designated Record Set.

g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, in a reasonable time and manner, if Business Associate has Protected Health Information in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, within thirty (30) days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.i of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

k. Sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

l. Business Associate shall comply with the privacy, security, and security breach notification provisions applicable to a business associate pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-

5), 42 U.S.C.A. §17921 *et seq.* (2022), as may be amended or revised, ("HITECH"), any regulations promulgated thereunder, and any amendments to the Privacy Rule, all of which are hereby incorporated herein by reference.

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement for Single Source Third Party Administrator, Pharmacy and Employee Assistance between the Covered Entity and Cigna Health and Life Insurance Company dated October 18, 2022, ("Original Contract"), to the extent the Original Contract describes the Business Associate's functions, activities, or services, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

e. Business Associate may use Protected Health Information to deidentify the information in accordance with 45 C.F.R. 164.514(a)-(c).

f. Business Associate may use Protected Health Information as Required by law.

g. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

h. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth above.

5. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. Permissible Requests by Covered Entity

a. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate if required by the terms of the Original Contract.

7. Term and Termination

a. The Term of this Agreement shall be effective as of the effective date of the Original Contract, and shall terminate when the Original Contract terminates. Upon termination, all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, shall be destroyed or returned to Covered Entity, except that, if it is infeasible to return or destroy Protected Health Information, or if it is illegal to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

b. Upon either party's knowledge of a material breach by the other party, the

nonbreaching party shall either:

1. Provide an opportunity of at least thirty (30) days for the breaching party to cure the breach or end the violation and terminate this Agreement and the Original Contract if the breaching party does not cure the breach or end the violation within the time specified by the nonbreaching party;

2. Immediately terminate this Agreement and the Original Contract if the breaching party has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, the nonbreaching party shall report the violation to the Secretary.

c. Effect of Termination

1. Except as provided in paragraph 2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return, or destroy, except as prohibited by Florida law, all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate's return or destruction of the Protected Health Information would be infeasible or illegal, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible or illegal, for so long as Business Associate maintains such Protected Health Information. Upon written request from the Covered Entity, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible or illegal. At all times Business Associate shall comply with the Florida public records law and exemptions therefrom, and applicable Florida records retention requirements.

8. Miscellaneous

a. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended or revised.

b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. If the parties are unable to reach agreement regarding an amendment to this Agreement, either Business Associate or Covered Entity may

terminate this Agreement upon ninety (90) days written notice to the other party.

c. The respective rights and obligations of Business Associate under Sections 7(c)(1) and 7(c)(2) of this Agreement shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

e. Business Associate shall indemnify, hold harmless, and defend at Business Associate's expense, counsel being subject to Covered Entity's approval, the Covered Entity, and the Covered Entity's officers, employees, volunteers, and agents, (collectively "indemnitees"), against any and all claims, actions, lawsuits, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses incurred by any of the indemnitees arising out of or in connection with Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or any act or omission by Business Associate or by any of Business Associate's officers, employees, agents, or subcontractors, including Business Associate's failure to perform any of its obligations under the Privacy Rule. Business Associate shall pay any and all expenses, fines, judgments, and penalties, including court costs and attorney fees, which may be imposed upon any of the indemnitees resulting from or arising out of Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or other act or omission. Notwithstanding the foregoing provisions of this section, in no event will an indemnifying party be liable to an indemnified party under contract, tort, or any other legal theory, for incidental, consequential, or indirect damages.

f. 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 United States District Court for the Southern District of Florida.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 954-828-5002, PRRContract@fortlauderdale.gov, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, ATTENTION: CITY CLERK.

Notwithstanding anything contained in this Agreement to the contrary, except as otherwise provided by superseding federal law, Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

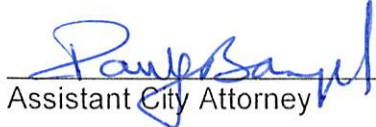
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City of Fort Lauderdale and Evernorth Behavioral Health, Inc., execute this Business Associate Agreement as follows:

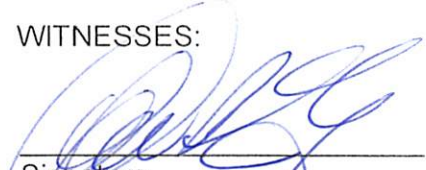
City of Fort Lauderdale

By: 
Greg B. Chavarria, City Manager

Approved as to form:


Sr. 
Assistant City Attorney

WITNESSES:


Signature
Print Name: Osvaldo R. Cuervo

Evernorth Behavioral Health, Inc.

By: 
Yesenia Sanchez, Market Growth Leader


Signature
Print Name: Judith Hernandez

ATTEST:

(CORPORATE SEAL)

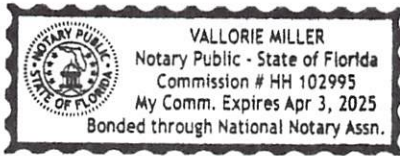
[Signature]
Secretary

STATE OF Florida :
COUNTY OF Broward :

The foregoing Business Associate Agreement was acknowledged before me by means of physical presence or online notarization, this 28th day of March, 2023, by Yesenia Sanchez as Market Growth Leader for Evernorth Behavioral Health, Inc., a Minnesota corporation authorized to transact business in the State of Florida.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary)



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

Personally Known X OR Produced Identification _____
Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3L

Today's Date: 4/28/2023

DOCUMENT TITLE: CIGNA HEALTH AND LIFE INSURANCE COMPANY – AGREEMENT FOR SINGLE SOURCE THIRD PARTY ADMINISTRATOR, PHARMACY AND EMPLOYEE ASSISTANCE (1 ORIGINAL) AND BUSINESS ASSOCIATE AGREEMENT (1 ORIGINAL) AND EVERNORTH BEHAVIORAL HEALTH, INC. – BUSINESS ASSOCIATE AGREEMENT (1 ORIGINAL)

COMM. MTG. DATE: 10/18/2022 CAM #: 22-0817 ITEM #: CP-5 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Procurement Router Name/Ext: M. Eaton/5141 # of originals routed: 3 Date to CAO: 4/28/23

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 5/4/2023 Paul G. Bangel PGB
Attorney's Name Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 05/05/23

4) City Manager's Office: CMO LOG #: MA/21 Document received from: CCO 5/5/23

Assigned to: GREG CHAVARRIA
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date) S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to Mayor CCO Date: 5/9/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 3 originals to: M. Eaton/Procurement/Ext. 5141

Attach ___ certified Reso # _____ YES NO Original Route form to J. Larregui/CAO