

CLIENT SPECIFIC NETWORK ADMINISTRATION AGREEMENT

THIS CLIENT SPECIFIC NETWORK ADMINISTRATION AGREEMENT, effective January 8, 2019, ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("Employer" or "City"), whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Cigna Health and Life Insurance Company, a Connecticut corporation authorized to transact business in the State of Florida, ("Cigna"), whose principal address is 900 Cottage Grove Road, Bloomfield, Connecticut, 06002.

WHEREAS, Employer and Cigna entered into an Agreement for Single Source Third Party Administrator, Pharmacy & Employee Assistance dated September 20, 2016, ("Cigna Agreement"), whereby Cigna performs administrative services for Employer's employee welfare benefit plan (the "Plan"); and

WHEREAS, Employer and Marathon Health, LLC, a Delaware limited liability company authorized to transact business in the State of Florida, ("Marathon"), entered into an Agreement for Employee Health Center Administration dated February 21, 2017, ("Marathon Agreement"), whereby Marathon provides health care services (the "Services") to Employer's employees and their eligible dependents (the "Client Specific Network" or "CSN"); and

WHEREAS, Employer has requested and Cigna has agreed to track claims encounters from Marathon and suppress payment to Marathon for Services with dates of service beginning on January 1, 2019, provided to Employer's employees as part of the Client Specific Network; and

WHEREAS, Employer and Cigna entered into a Business Associate Agreement dated October 26, 2016, ("Business Associate Agreement"),

NOW, THEREFORE, the City and Cigna agree as follows:

1. Cigna agrees to track claims encounters submitted to Cigna by Marathon for Services provided to Employer's employees or such employees' eligible dependents with dates of service beginning January 1, 2019, and thereafter.
2. Cigna agrees to accept claims encounter data and incorporate this data into Cigna's utilization reporting system for the City in order to improve reporting capabilities and management of the City's Plan.
3. If Marathon does not participate in Cigna's contracted networks, it is understood and agreed that this CSN Arrangement does not create a participation status for Marathon in any Cigna network and for all intents and purposes

Marathon will remain a Cigna nonparticipating provider. As such, Cigna will not credential or otherwise provide oversight of Marathon as it relates to the CSN.

4. Cigna shall track Marathon claim encounters showing a claim amount of one dollar for each claim encounter, there being no plan benefits, no member liability, and no payment to Marathon. Cigna will deny all such claims with a remark code RNC 1678:– “You recently visited your employer’s onsite Health and Wellness Center. This claim pertains to that visit. You don’t need to do anything further and there is no balance due.”

5. In the event of a conflict between any of the terms of this Agreement and the terms of Cigna Agreement, the Cigna Agreement shall prevail.

6. IF CIGNA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIGNA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK’S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Cigna shall:

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

b. 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 (2018), as may be amended or revised, or as otherwise provided by law.

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

d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Cigna or keep and maintain public records required by the City to perform the service. If Cigna transfers all public records to the City upon completion of the contract, Cigna shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Cigna keeps and maintains public records upon completion of the contract, Cigna 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.

7. The term of this Agreement shall be from the Effective Date through the expiration date or early termination date of the Cigna Agreement or through the expiration date or early termination date of the Marathon Agreement, whichever is earlier. The City may terminate this Client Specific Network Administration Agreement for any reason or no reason upon thirty days' written notice to Cigna.

8. Paragraph 3.a. of the Business Associate Agreement is amended to provide as follows:

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 & Employee Assistance between the City of Fort Lauderdale and Business Associate dated September 20, 2016, and in the Client Specific Network Administration Agreement between the City and Cigna, (collectively, "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.

9. The last paragraph of the Business Associate Agreement is amended to provide as follows:

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

IN WITNESS WHEREOF, the City and Cigna execute this Client Specific Network Administration Agreement as follows:

ATTEST:

City of Fort Lauderdale

Jeffrey A. Modarelli
City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher Lagerbloom, City Manager

Approved as to form:

Assistant City Attorney

ATTEST:

Cigna Health and Life Insurance Company

Anna Krishtul
Secretary

By: _____
Julia Huggins
President

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Julia Huggins as President for Cigna Health and Life Insurance Company, a Connecticut corporation authorized to transact business in the State of Florida.

(SEAL)

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

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

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