

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2020

Presenter's Name and Title: Randy Cross, Human Resources Director

Prepared By: Randy Cross

Temp. Reso. Number: 7217

Item Description: TEMP. RESO. NO.7217, APPROVING THE CITY'S EMPLOYEE BENEFITS INSURANCE PREMIUM AND RATES FOR CALENDAR YEAR 2021 INCLUDING APPROVING THE INSURANCE PREMIUM RATES FOR DENTAL INSURANCE WITH DELTA DENTAL IN AN AMOUNT NOT-TO-EXCEED \$575,000 FOR CITY EMPLOYEES AND DEPENDENTS FOR CALENDAR YEAR 2021; APPROVING THE INSURANCE PREMIUM RATES FOR VISION INSURANCE WITH EYEMED IN AN AMOUNT NOT TO EXCEED \$85,000 FOR CITY EMPLOYEES AND DEPENDENTS FOR CALENDAR YEAR 2021; APPROVING THE INSURANCE PREMIUM RATES FOR LIFE, ACCIDENTAL DEATH DISMEMBERMENT AND LONG TERM DISABILITY INSURANCE FROM STANDARD INSURANCE IN AN AMOUNT NOT-TO-EXCEED \$390,000; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS. (Resources Director Randy Cross)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for each of these expenses will be budgeted in the FY 2021 Health Fund – Fund 501.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7217**
 - **Exhibit A: Dental insurance Renewal Package**
 - **Exhibit B: Vision insurance Renwal Package**
 - **Exhibit C: Life and Disability Renewal Package**
- **Attachment(s)**

- **Attachment 1: Copy of Resolution No. 16-20**
- **Attachment 2: Copy of current agreement between the City of Miramar and EyeMed**
- **Attachment 3: Copy of Resolution No. 16-19**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager *V.E.H.*

BY: Randy Cross, Human Resources Director

DATE: July 1, 2020

RE: Temp. Reso. No. 7217 for the approval of the 2021 Calendar Year renewal rates for dental, vision life and disability insurance: Delta Dental, EyeMed and Standard Insurance

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7217, approving the 2021 calendar year dental, vision, life and disability insurance rates with Delta Dental, EyeMed and Standard Insurance.

ISSUE: Staff is seeking approval to extend the contracts for dental, vision, life and disability insurance rates through the end of calendar year 2021. Extending each of these agreements requires a four-fifths vote of the City Commission to waive competition, in accordance with Section 2-413 (8) of the City Code.

BACKGROUND: The City provides various insurance products to its employees, including dental, vision, life and disability insurance. These insurance coverages are managed by Human Resources Department staff. Staff is managing a complete reform of its employee insurance program with significant changes including migrating to a self-funded business model for employee health insurance effective January 1, 2021, and the implementation of an onsite healthcare center for employees scheduled to open this coming August.

These changes are intended to improve the health and wellbeing of the workforce, reduce health insurance costs, and improve the engagement of employees in the City's wellness program. This work includes major changes to business functions, procedures and operations. In addition, assessments will be conducted throughout these changes to identify potential savings and benefits in the other lines of employee insurance coverages that are offered.

DISCUSSION: The current contracts for employee dental, vision, life and disability insurance terminate at the end of calendar year 2020. Staff is recommending an extension of coverage for dental, vision, life and disability insurance for one year to provide additional time to complete the health insurance and employee onsite healthcare center implementation as well as begin the assessment of the other lines of coverage offered to employees. The results of that assessment will be used to draft an RFP for dental, vision, life and disability insurance rates to be advertised in calendar year 2021, to be effective beginning calendar year 2022.

Extending the contracts for dental, vision, life and disability insurance rates requires a four-fifths vote of the City Commission to waive competition, in accordance with Section 2-413 (8) of the City Code.

ANALYSIS: Staff has negotiated with each of the carriers for dental, vision, life and disability insurance to carry forward the rates for each line of coverage, with no increases. Delta Dental, EyeMed and Standard Insurance have each agreed to extend the current 2020 rates for calendar year 2021. This will allow staff to complete the assessment of the lines of coverage and advertise a new RFP during the summer of calendar year 2021. The results of the RFP will be brought to the City Commission for approval to be effective January 1, 2022.

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6/16/20
6/30/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE CITY'S EMPLOYEE BENEFITS INSURANCE PREMIUM AND RATES FOR CALENDAR YEAR 2021 INCLUDING APPROVING THE INSURANCE PREMIUM RATES FOR DENTAL INSURANCE WITH DELTA DENTAL IN AN AMOUNT NOT-TO-EXCEED \$575,000 FOR CITY EMPLOYEES AND DEPENDENTS FOR CALENDAR YEAR 2021; APPROVING THE INSURANCE PREMIUM RATES FOR VISION INSURANCE WITH EYEMED IN AN AMOUNT NOT TO EXCEED \$85,000 FOR CITY EMPLOYEES AND DEPENDENTS FOR CALENDAR YEAR 2021; APPROVING THE INSURANCE PREMIUM RATES FOR LIFE, ACCIDENTAL DEATH DISMEMBERMENT AND LONG TERM DISABILITY INSURANCE FROM STANDARD INSURANCE IN AN AMOUNT NOT-TO-EXCEED \$390,000; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City provides dental, life, disability and vision insurance coverage for its employees and their dependents; and

WHEREAS, on October 7, 2015 the City Commission approved Resolution No.16-20 awarding Request For Proposal No. 15-6-36 for an initial term of three-years, with two one-year renewal options with Delta Dental for dental insurance coverage and Eyemed for an initial term of three years with two one-year renewal options for vision insurance, and

WHEREAS, on October 7, 2015 the City Commission approved Resolution No.16-19 awarding Request For Proposal No. 15-6-40 for an initial term of three-years, with two one-year renewal options with Standard Insurance Company for life, accidental death and dismemberment, voluntary life, dependent life and long-term disability insurance, and

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WHEREAS, staff is seeking approval to extend the agreements for dental, vision, life and disability insurance coverages, with the current providers, for calendar year 2021; and.

WHEREAS, staff will use the time to assess the viability of moving these lines of coverage into alternate coverage models, consistent with the changes currently underway for the employee health insurance and the Employee Onsite Healthcare Center for calendar year 2021, and issue a competitive procurement process upon the completion of the assessment for calendar year 2022; and

WHEREAS, this action will require a four-fifths vote, waiving competition in accordance with Section 2-413 (8) of the City Code, to extend the agreements with Delta Dental, EyeMed, and Standard, for calendar year 2021; and.

WHEREAS, the negotiated rates for dental insurance, provided by Delta Dental, are for an amount not-to-exceed \$575,000, as shown in Exhibit "A", the negotiated rates for vision insurance, provided by EyeMed, are for an amount not-to-exceed \$85,000, as shown in Exhibit "B", the negotiated rates for life and disability insurance, provided by Standard, are for an amount not-to-exceed \$390,000, as shown in Exhibit "C"; and

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1 : That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2 : That the City Commission deems it in the best interest of the City to extend the current agreements via a four-fifths vote, waiving competition in accordance with Section 2-413 (8) of the City Code, to extend the agreements with Delta Dental, EyeMed, and Standard, for calendar year 2021.

Section 3 : Calendar year 2021 rates for dental insurance, provided by Delta Dental, are for an amount not-to-exceed \$575,000, as shown in Exhibit “A”, the negotiated rates for vision insurance, provided by EyeMed, are for an amount not-to-exceed \$85,000, as shown in Exhibit “B”, the negotiated rates for life and disability insurance, provided by Standard, are for an amount not-to-exceed \$390,000, as shown in Exhibit “C”, with no changes to plan design for each coverage, are approved.

Section 4 : That the City Manager is authorized to execute all appropriate contract documents, and the appropriate officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

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Section 5 : That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2020.

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

ATTEST:

City Clerk, Denise A Gibbs

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Vice Mayor Maxwell B. Chambers
Commissioner Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted



June 05, 2020

CITY OF MIRAMAR
2300 Civic Center Place
Miramar, FL 33025

RE: Contract Renewal for CITY OF MIRAMAR
Delta Dental PPOSM Group# 12203
DeltaCare® USA Group# 75689

We appreciate your business and thank you for choosing Delta Dental Insurance Company. Your employees are among the millions nationwide who trust their smiles to Delta Dental.

We are pleased to present you with your dental plan contract renewal information. We are committed to providing you with quality plan designs combined with excellent customer service.

When reviewing your dental plan, we considered cost factors related to your group's dental service utilization and claims experience. We have made every attempt to provide the most competitive renewal possible.

We have calculated your rates based on the employer/employee contribution levels in your contract remaining the same. If the contribution levels and/or enrollment guidelines have changed or will change, please notify us immediately, as such a change may affect your renewal rate.

The following is the renewal information for your Delta Dental PPOSM dental plan:

<i>Effective Date</i>	<i>January 01, 2021</i>	
<i>Contract Term</i>	<i>January 01, 2021 - December 31, 2021</i>	
<i>12203</i>	<i>Current Fee</i>	<i>Renewal Fee</i>
		<i>1/1/2021 - 12/31/2021</i>
<i>Administration Fee (per enrollee per month)</i>	<i>\$3.57</i>	<i>\$3.57</i>

Delta Dental Insurance Company
Telephone: 800-521-2651

Delta Dental of California
Telephone: 888-335-8227

Delta Dental Mid-Atlantic Region
Delta Dental of Delaware, Inc.
Delta Dental of the District of Columbia
Delta Dental of New York, Inc.
Delta Dental of Pennsylvania (Maryland)
Delta Dental of West Virginia
Telephone: 800-932-0783

The following is the renewal information for your DeltaCare® USA dental plan:

<i>Effective Date</i>	<i>January 01, 2021</i>	
<i>Contract Term</i>	<i>January 01, 2021 - December 31, 2021</i>	
<i>75689 - Division #00005, 09004</i>	<i>Current Rates</i>	<i>Renewal Rates</i>
		<i>1/1/2021 - 12/31/2021</i>
<i>% change</i>		<i>0.00%</i>
<i>Enrollee Only</i>	<i>\$14.98</i>	<i>\$14.98</i>
<i>Enrollee + 1 Dependent</i>	<i>\$28.42</i>	<i>\$28.42</i>
<i>Enrollee + 2 or more Dependents</i>	<i>\$37.58</i>	<i>\$37.58</i>
<i>75689 - Division #00001, 00002, 00003</i>	<i>Current Rates</i>	<i>Renewal Rates</i>
		<i>1/1/2021 - 12/31/2021</i>
<i>% change</i>		<i>0.00%</i>
<i>Enrollee Only</i>	<i>\$14.98</i>	<i>\$14.98</i>
<i>Enrollee + Spouse</i>	<i>\$25.05</i>	<i>\$25.05</i>
<i>Enrollee + Children</i>	<i>\$26.49</i>	<i>\$26.49</i>
<i>Family</i>	<i>\$40.80</i>	<i>\$40.80</i>

Please keep this renewal letter with your contract documents. It serves as an amendment to your Delta Dental Contracts for the rates and contract term.

To renew your dental plan contract, please follow these steps:

- 1) Review this letter for changes to your dental plan for January 01, 2021
- 2) Begin paying the rates outlined in this letter with your new contract term.

If you have any questions about your renewal, your Account Manager will be happy to help. We appreciate your continued confidence in Delta Dental. We are proud of our association with you and look forward to a long and mutually successful relationship.

Sincerely,

Delta Dental Insurance Company

A handwritten signature in black ink, appearing to read 'MohammadReza Navid', with a stylized, cursive script.

MohammadReza Navid
Group Vice President, Sales & Marketing

The American Dental Association (ADA) annually updates its standard dental procedure coding system, which is a component of its Code on Dental Procedures and Nomenclature (CDT Code) reference manual. When the ADA changes the codes, carriers must adopt the changes. We process claims according to the current CDT reference manual. Changes made to comply with the CDT Code do not constitute a material change to your dental plan design.

DeltaCare USA is underwritten in these states by these entities: AL - Alpha Dental of Alabama, Inc.; AZ - Alpha Dental of Arizona, Inc.; CA - Delta Dental of California; AR, CO, IA, ME, MI, NC, NH, OK, OR, RI, SC, SD, VT, WA, WI, WY - Dentegra Insurance Company; NH and VT - Dentegra Insurance Company of New England; AK, CT, DE, FL, GA, KS, LA, MS, MT, TN, WV and Washington, D.C. - Delta Dental Insurance Company; HI, ID, IL, IN, KY, MD, MO, NJ, OH, TX - Alpha Dental Programs, Inc.; NV - Alpha Dental of Nevada, Inc.; UT - Alpha Dental of Utah, Inc.; NM - Alpha Dental of New Mexico, Inc.; NY - Delta Dental of New York; PA - Delta Dental of Pennsylvania. Delta Dental Insurance Company acts as the DeltaCare USA administrator in all these states. These companies are financially responsible for their own products.

Summary of Contract Amendments to

CITY OF MIRAMAR

Delta Dental PPOSM, DeltaCare[®] USA

OTHER INFORMATION

Delta Dental's retro-termination policy for enrollees. As a reminder, Delta Dental's policy is that enrollment may be adjusted retroactively to the immediately preceding three months plus the current month billed if no claims have been processed after the requested termination date for the enrollee.

Provider reimbursement. As a reminder, Delta Dental's policy is to reimburse contracted dentists based on the network payment provisions for the geographic area in which the services are provided.

OHCA Notification

Please be informed that consistent with the group application and group contract terms, Delta Dental considers its relationship with fully insured group health plans as subject to HIPAA's "Organized Health Care Arrangement" (OHCA) privacy rules as defined in 45 Code of Federal Regulations (C.F.R.) §164.501. Functionally, the exchange of enrollment information between Delta Dental and your group remains the same.

While a Business Associate Agreement is not required between Delta Dental and your fully insured group health plan within an OHCA, any Protected Health Information (PHI) exchanged or shared between the entities remains subject to HIPAA's minimum necessary rule and other privacy rules in addition to any applicable state laws and regulations governing the disclosure of individually identifiable health information.

Additionally, confidentiality requirements remain applicable to the exchange of information within an OHCA.



City of Miramar
EyeMed Insight Plan H, Fixed Fee
Voluntary
Option 1
EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Exhibit B

Version 7

Vision Care Services	Member Cost In-Network	Out-of-Network Reimbursement*
Exam with Dilatation as Necessary	\$10 Copay	\$40
Retinal Imaging Benefit	Up to \$39	N/A
Exam Options:		
Standard Contact Lens Fit and Follow-Up:	Up to \$40	N/A
Premium Contact Lens Fit and Follow-Up:	10% off Retail Price	N/A
Frames:		
Any available frame at provider location	\$0 Copay; \$110 Allowance, 20% off balance over \$110	\$77
Standard Plastic Lenses		
Single Vision	\$10 Copay	\$30
Bifocal	\$10 Copay	\$50
Trifocal	\$10 Copay	\$70
Lenticular	\$10 Copay	\$70
Standard Progressive Lens	\$75 Copay	\$50
Premium Progressive Lens	See attached Fixed Premium Progressive price list	\$50
Lens Options:		
UV Treatment	\$15	N/A
Tint (Solid and Gradient)	\$15	N/A
Standard Plastic Scratch Coating	\$15	N/A
Standard Polycarbonate - Adults	\$40	N/A
Standard Polycarbonate - Kids under 19	\$40	N/A
Standard Anti-Reflective Coating	\$45	N/A
Polarized	20% off Retail Price	N/A
Photocromatic / Transitions Plastic	\$75	N/A
Premium Anti-Reflective	See attached Fixed Premium Anti-Reflective Coating list	N/A
Other Add-Ons	20% off Retail Price	N/A
Contact Lenses		
(Contact lens allowance includes materials only)		
Conventional	\$0 Copay; \$110 allowance, 15% off balance over \$110	\$110
Disposable	\$0 Copay; \$110 allowance, plus balance over \$110	\$110
Medically Necessary	\$0 Copay, Paid-in-Full	\$210
Laser Vision Correction		
Lasik or PRK from U.S. Laser Network	15% off Retail Price or 5% off promotional price	N/A
Amplifon Hearing Health Care	Hearing Health Care from Amplifon Hearing Health Care Network Members receive a 40% discount off hearing exams and a low price guarantee on discounted hearing aids.	N/A
Additional Pairs Benefit:	Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A
Frequency:		
Examination	Once every calendar year	
Lenses or Contact Lenses	Once every calendar year	
Frame	Once every two calendar years	
Monthly Rate		
Subscriber	\$5.28	
Subscriber + 1	\$10.04	
Subscriber + Family	\$14.74	

All plans are based on a 48-month contract term and 48-month rate guarantee.

Premium is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies

* Member Reimbursement Out-of-Network will be the lesser of the listed amount or the member's actual cost from the out-of-network provider. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine which participating providers have agreed to the discounted rate

Additional Discounts:

Member receives a 20% discount on items not covered by the plan at network Providers. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. Services or materials provided by any other group benefit plan providing vision care may not be covered.

Members also receive 15% off retail price or 5% off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA Vision.

After initial purchase, replacement contact lenses may be obtained via the Internet at substantial savings and mailed directly to the member. Details are available at www.eyemedvisioncare.com.

The contact lens benefit allowance is not applicable to this service.

Benefit Allowances provide no remaining balance for future use within the same Benefit Frequency.

Certain brand name Vision Materials in which the manufacturer imposes a no-discount practice.

Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group

Rates are valid for groups domiciled in the State of FL.

Fees quoted will be valid until the 1/1/2019 plan implementation date. Date quoted: 6/29/2018.

Rates assume Employer contribution of 20% or less for employees and dependents

Insured Plans are underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York

Policy number VC-19/VC-20, form number M-9083

Plan Exclusions:

- 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures;
- 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear
- 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5) Plano (non-prescription) lenses and/or contact lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals;
- 8) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; 9) Services or materials provided by any other group benefit plan providing vision care;
- 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

If City of Miramar has chosen this benefit design with the attached supplement, sign here:

Signature

Date

TC0



City of Miramar
2021 Renewal Summary
Policy 638134

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since October 1, 1999. We appreciate your business and the opportunity to renew our commitment. We strive to provide City of Miramar and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

Our Approach to Renewals — Continued Partnership

The renewal rates for your Group Life, Disability insurance will be effective January 1, 2021.

In designing fair renewal pricing, we may review three components of rating:

1. **The Manual Rate:** We use your current census file demographics, plan design, industry and location to determine a rate for your coverage based on The Standard's book of business of other similar customers. We do this for groups of all sizes.
2. **The Experience Rate:** In addition, we may use your past claims history to help us determine your renewal rates. Whether we use your claims history — or don't include it — depends on the size of your group and the lines of coverage in force. Especially for large groups, past claims experience can be a fair and useful predictor of future liability.
3. **The Blended Rate:** If applicable, we use a formula to determine how credible your Experience Rate is in predicting your future claims cost and blend it with your Manual Rate. This produces a Blended Rate that we use to determine your final renewal pricing.

In this package, you'll see an experience table if we've used your claims history in our renewal pricing for a particular line of coverage. Otherwise, your renewal pricing is based solely on your manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Census Demographics for Basic Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	347	433	86
Male Lives	617	714	97
Benefit Volume	\$72,909,640	\$98,371,680	\$25,462,040
% Benefit Volume Age 50 +	43%	48%	5%

Experience Data for Basic Life

Components	From January 1, 2016 through May 31, 2020
Adjusted Premium	\$725,086
Incurred Claims	\$10,386
Experience Rate	0.02
Credibility	4000%
Manual Rate	0.24
Blended Rate *	0.16

* Blended Rate = (Experience Rate) (Credibility) + (Manual Rate) (1-Credibility)

Based on our thorough analysis of the plan and future expected claim experience, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
January 1, 2021	\$0.094	\$0.094	\$0

* Rate mode is Per \$1000 of Benefit

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 1 year until January 1, 2022.

The Standard is committed to helping you provide employees and their beneficiaries with the support they need. Below is a reminder of the additional services and tools offered with your Life plan.

The Life Services Toolkit

For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to-face. They can also take advantage of access to financial counselors, legal consultation and other support services. This service is offered through a vendor that is not affiliated with The Standard.

Travel Assistance

Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel with minimal restrictions. Available 24 hours a day — with access online or through a single phone call — Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services and medical, legal, and translation service referrals. This service is offered through a vendor that is not affiliated with The Standard.

Your Additional Life Renewal

Your Additional Life insurance from The Standard allows you to expand the benefit options you offer your employees. Your Additional Life plan can offer choice, flexibility, convenience and greater peace of mind for employees.

Census Demographics for Additional Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	69	89	20
Male Lives	155	185	30
Benefit Volume	\$28,080,300	\$32,842,300	\$4,762,000
% Benefit Volume Age 50 +	34%	40%	6%

Experience Data for Additional Life

Components	From January 1, 2016 through May 31, 2020
Adjusted Premium	\$420,044
Incurred Claims	\$5,822
Number of Active Claims	0
Experience Rate	0.21
Credibility	12.00%
Manual Rate	0.20
Blended Rate *	0.90

* Blended Rate = (Experience Rate) (Credibility) + (Manual Rate) (1-Credibility)

Based on our thorough analysis of the plan and future expected claim experience, we're offering the renewal rate[s] listed below.

Age Graded Rates for Additional Life:

Age Band	Current Rate *	Renewal Rate *	Volume	Monthly Premium Change **
0 – 29	\$0.054	\$0.054	\$1,070,000	\$0
30 – 34	\$0.072	\$0.072	\$1,550,000	\$0
35 – 39	\$0.090	\$0.090	\$1,980,000	\$0
40 – 44	\$0.153	\$0.153	\$5,610,000	\$0
45 – 49	\$0.261	\$0.261	\$9,420,000	\$0
50 – 54	\$0.414	\$0.414	\$6,000,000	\$0
55 – 59	\$0.612	\$0.612	\$4,930,000	\$0
60 – 64	\$0.900	\$0.900	\$1,830,000	\$0
65 – 69	\$1.422	\$1.422	\$407,300	\$0
70 – 74	\$2.934	\$2.934	\$45,000	\$0
75 and over	\$5.022	\$5.022	\$0	\$0
Total Monthly Premium Change:				\$0

* Rate mode is Per \$1000 of Benefit

Age Graded Rates for Spouse Life:

Age Band	Current Rate *	Renewal Rate *	Volume	Monthly Premium Change **
0 29	\$0.054	\$0.054	\$25,000	\$0
30 34	\$0.072	\$0.072	\$170,000	\$0
35 39	\$0.090	\$0.090	\$200,000	\$0
40 44	\$0.153	\$0.153	\$560,000	\$0
45 49	\$0.261	\$0.261	\$1,285,000	\$0
50 54	\$0.414	\$0.414	\$935,000	\$0
55 59	\$0.612	\$0.612	\$652,000	\$0
60 64	\$0.900	\$0.900	\$337,500	\$0
65 69	\$1.422	\$1.422	\$45,100	\$0
70 74	\$2.934	\$2.934	\$22,500	\$0
75 and over	\$5.022	\$5.022	\$0	\$0
Total Monthly Premium Change:				\$0

* Rate mode is Per \$1000, Elective

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 1 year until January 1, 2022.

Your Long Term Disability Renewal

The Standard's Long Term Disability insurance helps your employees protect a portion of their incomes. Our holistic approach can also support productivity by helping employees stay at or return to work.

This coverage includes a Reasonable Accommodation Expense Benefit, which reimburses employers for approved workplace modifications of up to \$25,000 that enable disabled employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD benefit payment.

Census Demographics for Long Term Disability

Categories	Prior Calculation	Current Calculation	Change
Female Lives	281	349	68
Male Lives	534	633	99
Benefit Volume	\$4,008,195	\$5,588,872	\$1,580,677
% Benefit Volume Age 50 +	38%	46%	8%

Experience Data for Long Term Disability

Components	From January 1, 2016 through May 31, 2020
Adjusted Premium	\$290,550
Incurred Claims	\$594,103
Experience Rate	0.53
Credibility	4300%
Manual Rate	0.40
Blended Rate *	0.46

* Blended Rate = (Experience Rate) (Credibility) + (Manual Rate) (1-Credibility)

Based on our thorough analysis of the plan and future expected claim experience, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
January 1, 2021	\$0.162	\$0.186	\$1,341

* Rate mode is Percent of Insured Earnings

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 1 year until January 1, 2022.

The Standard is committed to offering services that help employees feel successful at work and at home. To make sure you're aware of what's offered with your LTD plan, we've highlighted key services below.

Employee Assistance Program

The Employee Assistance Program (EAP) can help employees and managers resolve personal and workplace issues. The EAP provides 24/7 support from masters-degreed clinicians by phone, online, live chat, email and text. Employees and family members can receive referrals to support groups, a network counselor, community resources and face-to-face counseling sessions. EAP services can help with depression, family issues, life improvement, addictions, financial concerns, workplace conflicts and more. The EAP can also be connected to your health plan and other benefits you offer. This service is offered through a vendor not affiliated with The Standard.

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with City of Miramar.

A summary of our Renewal Offer is in the chart below. Thank you for allowing Standard Insurance Company the opportunity to support your insurance needs.

Product & Services *	Through 12/31/20	Effective 01/01/21
Basic Life	\$0.094 Per \$1000 of Benefit	\$0.094 Per \$1000 of Benefit
Travel Assistance	Included in Rates for Life	Included in Rates for Life
Basic AD&D	\$0.013 Per \$1000 of Benefit	\$0.013 Per \$1000 of Benefit
Additional Life	Rate Varies	Rate Varies
Spouse Dependent Life	Rate Varies	Rate Varies
Child Dependent Life	\$0.045 Per \$1000, Elective	\$0.045 Per \$1000, Elective
LTD	\$0.162 Percent of Insured Earnings	\$0.186 Percent of Insured Earnings
Employee Assistance Program	Included in Rates for LTD	Included in Rates for LTD

*The above shown rates are monthly.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Tampa group office at (813) 878-0274 and we'll be happy to help.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 16-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A THREE-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS WITH DELTA DENTAL FOR DENTAL INSURANCE FOR CITY EMPLOYEES AND DEPENDENTS IN AN AMOUNT NOT-TO-EXCEED \$605,603 FOR CALENDAR YEAR 2016, AND WITH EYEMED FOR VISION INSURANCE FOR CITY EMPLOYEES AND DEPENDANTS IN AN AMOUNT NOT-TO-EXCEED \$50,516 FOR CALENDAR YEAR 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City provides dental and vision insurance coverage for its employees and their dependents; and

WHEREAS, the City's current provider of dental insurance, Delta Dental, was awarded an initial contract with the City in November of 2010, through the adoption of Resolution No. 11-40, and this agreement is set to expire on December 31, 2015; and

WHEREAS, the City's current provider of vision insurance, Humana, was awarded an initial contract with the City in October of 2010, through the adoption of Resolution No. 11-09, and this agreement is set to expire on December 31, 2015; and

WHEREAS, on June 30, 2015 the City issued Request For Proposals No. 15-6-36, entitled "Employee Benefits Insurance, Dental And Vision" (the "RFP"), on the Demandstar website and in the Miami Herald; and

Reso. No. 16-20

Temp. Reso. No. 5934
9/23/15
10/1/15

WHEREAS, an evaluation committee comprised of staff from the Human Resources, Public Works, and Finance Departments, as well as the City Manager's Office, reviewed the proposals during several publicly noticed evaluation committee meetings; and

WHEREAS, Delta Dental and CIGNA were the two highest rated, responsive and responsible proposers for dental and vision insurance, respectively; and

WHEREAS, CIGNA declined to provide vision insurance as their proposal was contingent on being awarded City Request For Proposals No. 15-6-35 for medical benefits insurance; and

WHEREAS, due to an insufficient amount of providers in their network, National Vision Administrators, LLC was ultimately not selected to provide vision insurance; and

WHEREAS, the evaluation committee therefore selected the third-highest ranked firm, EyeMed, to provide vision insurance; and

WHEREAS, the City Manager recommends approval of the proposed agreement with Delta Dental, to include a total annual premium cost for calendar year 2016 in the amount not-to-exceed \$605,603, and the proposed agreement with EyeMed, to include a total annual premium cost for calendar year 2016 in the amount not-to-exceed \$50,516; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the proposed agreements with

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Delta Dental and EyeMed, and to authorize the City Manager to execute all appropriate contract documents with Delta Dental and EyeMed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the proposed agreements for a three-year term with two one-year renewal options with Delta Dental for a total annual premium cost in an amount not-to-exceed \$605,603 for calendar year 2016, and with EyeMed for a total annual premium cost in an amount not-to-exceed \$50,516 for calendar year 2016.

Section 3: That the City Manager is authorized to execute all appropriate contract documents, and the appropriate officials are authorized to do all things necessary and expedient, in order to carry out the aims of this Resolution.

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Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7 day of October 2015.




Mayor, Wayne M. Messam



Vice Mayor, Darline B. Riggs

ATTEST:



City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:



City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Darline B. Riggs
Mayor Wayne M. Messam

Voted

Yes
Yes
Yes
Yes
Yes

**AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
EYEMED
FOR
VISION INSURANCE**

This Agreement (the "Agreement") is entered into this 1st day of January, 2016, by and between the City of Miramar, Florida, a Florida municipal corporation (the "City"), and EyeMed Vision Care, LLC, a Delaware corporation or individual with a principal business address located at 4000 Luxottica Place, Mason, OH 45040 (the "Contractor").

WHEREAS, on June 30, 2015, the City issued Request for Proposals No. 15-6-36 ("RFP"), for "Employee Benefits Insurance – Dental and Vision Insurance" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on October 7, 2015, through the adoption of Resolution No. 16-20, the City Commission approved the award of the RFP to the Contractor and authorized negotiation and execution of an appropriate agreement between Contractor and the City for the provision of the Services, for an initial term of four year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants set forth herein, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct, and are incorporated and made a part of this Agreement.

SECTION 2

SCOPE OF SERVICES

2.1 This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Contract or any amendment/addendum issued, the order of precedence shall be: The Fidelity Security Life Insurance Company insurance documents (i.e., master policy, certificate of insurance and applicable state notices and riders); the last addendum issued; the Specifications or Statement of Work; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3

COMPENSATION

3.1 The City is requesting that carriers present their fully-insured proposed vision plan including 0% commission payable to the City's Agent of Record, Kurt Gehring, Gehring Group, Inc.

3.2 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, the Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4

TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on January 1, 2016. In the event that Provider offers in writing to continue to provide the Services beyond the initial term of this Agreement within three months prior to expiration of the identical Services required in this Contract and the City agrees that said Services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Provider, extend this Contract for two additional one-year terms.

4.2 The City's Procurement Director may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.3 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5

TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Work completed pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Work nor shall Contractor invoice the City for Services not yet performed.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon ten calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses resulting from this termination. In the event that the Agreement is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination, and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all third party liability, suits, actions, damages, costs, losses and expenses, including reasonable attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 9
INSURANCE

9.1 For programs which are active in nature, which shall be determined in the sole and exclusive discretion of the CITY, CONTRACTOR shall maintain liability insurance in an amount acceptable to the CITY'S Risk Manager and (except for Workers' Compensation Insurance) naming the City of Miramar as an additional insured.

9.2 The following are required types and minimum limits of insurance coverage, which the CONTRACTOR will be required to maintain during the term of this Agreement:

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Comprehensive Premises-Operations Contractual Liability Personal Injury Broad Form Property Damage Cross Liability and Severability of Interest Clause Workers' Compensation Statutory Amount	\$1,000,000	\$2,000,000

9.3 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's

liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.4 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until Contractor has made its best efforts to provide at least 30 calendar days' written notice to the City.

SECTION 10 **MISCELLANEOUS**

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor shall conform to all OSHA, HIPPA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 The City may with at least 30 days' written notice and for a period of up to twelve months following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement pertaining to controls, processes and limited claim service information. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

12.1 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.2 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Jason Rome
EyeMed Vision Care, LLC
4000 Luxottica Place
Mason, OH 45040

With A Copy to:

EyeMed Legal
4000 Luxottica Place
Mason, Ohio 45040

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

James A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 15 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, color, gender, religion, source of payment, or affiliation with EyeMed, including discrimination as to the availability of appointment days or times or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 16 **PUBLIC RECORDS**

16.1 Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

16.2 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall

remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 17
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 20
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of

this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

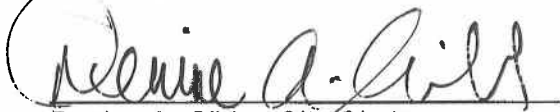
SECTION 21
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its Senior Vice President, attested to and duly authorized to execute same.

CITY

ATTEST:

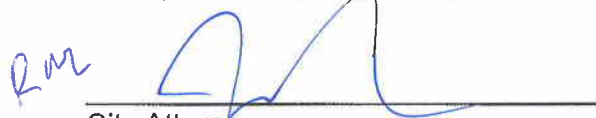

Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Kathleen Woods-Richardson,
City Manager

This day 28 of April, 2016.


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

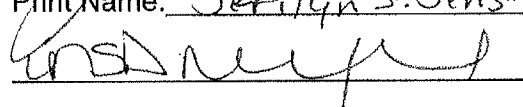

City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

CONTRACTOR


WITNESSES:

EYEMED VISION CARE, LLC



Print Name: Jerilyn S. Jensen


Print Name: Nancy Drexel

By: 

Print Name: Jasmin Rume
Title: SVP
Date: 1-11-16

Reviewed As to Form by EyeMed Legal:



Application for Vision Care Benefits
Underwritten by Fidelity Security Life Insurance Company
Kansas City, Missouri

**I. GROUP INFORMATION**

Group Name: City of Miramar Tax ID#: 59-6019762
DBA Name (If other than above): _____
Business Address: 2300 Civic Center Place City: Miramar State: FL ZIP: 33025
Mailing Address: same as above City: _____ State: _____ ZIP: _____
Primary Contact: Sam Hines Title: Director of Human Resources
Phone Number: (54) 602- Fax Number: (54) 602-3736
E-mail Address: shines@miramarfl.gov
Type of Business: ☐ Proprietorship ☐ Corporation ☒ Other (Specify): Municipality
Service Area: ☐ National (United States – does not include Puerto Rico) ☒ State Specific (List) FL

PLEASE NOTE THE FOLLOWING TYPE BUSINESSES REQUIRE PRIOR CARRIER APPROVAL:

☐ MEWA ☐ PEO ☐ Trust ☐ Union

If any subsidiary or affiliated companies are to be insured or any Employees/Members are working at a location other than the business address above, please explain. _____

Billing Contact Name: Damaris Diaz-Abarca Phone: (54) 602-3839
Billing Address: 2300 Civic Center Place City: Miramar State: FL ZIP: 33025

If you have subsidiaries, affiliated companies, or divisions who use another name and will be covered by this plan, AND require separate billing invoices, please attach the following information on a separate sheet of paper signed by you:

- Name
- Address
- Billing Contact & Phone Number

Will this plan replace any existing coverage? ☒ Yes ☐ No

If "Yes," indicate name of existing insurer:

Name: Humana

If "Yes," are any Employees/Members on COBRA continuation? ☐ Yes ☒ No How many? _____

Do you intend to offer Employees/Members COBRA continuation? ☒ Yes ☐ No

II. PLAN SELECTION

Please refer to the attached proposal page. Services are provided by EyeMed Vision Care.

III. PREMIUMS

Group's Premium Contribution for*: Employees/Members: 0 % Dependents: 0 %

Employee's/Member's Premium Contribution for: Employees/Members: 100 % Dependents: 100 %

Are Employee/Member and Dependent premiums paid through a Section 125 Plan? ☒ Yes ☐ No

Are Employee/Member and Dependent premiums collected via payroll deduction? ☒ Yes ☐ No

Premiums shall be payable at the rates included on the attached proposal page.

**If the Group's contribution percentage is changed or the number of eligible Employees/Members increases or decreases, premium may be adjusted as allowed under the Policy. The premium may be adjusted at the end of the calendar month in which the change occurred.*

IV. ELIGIBILITY

Number of Employees/Members: 970 Number Applying: 495

Number of Dependents: 475 Number of Retirees: 0

Are Domestic Partners covered under this Plan*? ☒ Yes ☐ No

Same Sex*? ☒ Yes ☐ No Opposite Sex*? ☒ Yes ☐ No

Dependent Children Covered to Age*: ☐ 25 ☒ 26**

Dependent Part-Time or Full-Time Students are covered to Age 30*.

*Unless state law has different requirements.

**Dependent Children covered to age 26 regardless of financial dependency, residency, student status or marital status.

Eligibility Reporting Contact (produces the eligibility file): Brenda Sabor

Address (if different from Group): 11505 Fairchild Gardens Ave, Suite 100

City: Palm Beach Gardens State: FL ZIP: 33410

E-mail Address: brenda.sabor@mybentk.com Phone: (561) 523-6835 Fax: (561) 626-6970

Eligibility Authorization Contact (Benefits Administrator or Third Party Administrator responsible for verifying vision election for Employees/Members):

Name: Osmar Diaz-Abarzua Phone: (954) 602-3839

Days/Hours of Availability: M-Th, 7am - 6pm E-mail Address: odiaz@miramarfl.gov

PROBATIONARY PERIOD Employees hired between the 1st + 15th of the month are eligible for benefits on the 1st of the following month

For New Employees/Members: ☐ 30 days ☐ 60 days ☐ 90 days ☐ 180 days ☒ Other ↓

Probationary Period is waived for present Employees/Members: ☐ Yes ☒ No

Number of Employees/Members who have not yet completed the probationary period: 0
Employees hired on or after the 16th of the month are eligible for benefits on the 1st of the month following 30 days of employment

V. EFFECTIVE DATE

This plan will become effective at 12:01 a.m. Local Time at the Group's address herein, on the first day of January, 20 16, provided all of the following have been completed prior to this effective date:

- This application has been received and accepted by the Company (must be submitted 30 days in advance of the effective date).
- EyeMed has been furnished a working file of all eligible Employees/Members, according to the layout guidelines. It is understood and agreed that EyeMed may rely on this information to provide services to individuals designated as eligible.

Temp. Reso. No. 5933

9/23/15

10/1/15

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 16-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A THREE-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS WITH STANDARD INSURANCE COMPANY FOR THE PROVISION OF BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT, LONG-TERM DISABILITY, VOLUNTARY SHORT-TERM DISABILITY, AND EMPLOYER-PAID SHORT-TERM DISABILITY PROGRAMS FOR CITY EMPLOYEES, RETIREES AND DEPENDENTS IN AN AMOUNT NOT-TO-EXCEED \$1,343,025 FOR CALENDAR YEAR 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City recognizes the need to secure life and accidental death and dismemberment and long- and short-term disability insurance coverage for City employees, retirees and their dependents, in order to maintain a strong and affordable benefits program; and

WHEREAS, the City has purchased such insurance from Standard Insurance Company ("Standard") since 2003 for basic life, accidental death and dismemberment and voluntary life insurance, and since 1999 for long-term disability insurance; and

WHEREAS, on July 8, 2015, the City issued Request For Proposals No. 15-6-40, entitled "Group Basic Life and Accidental Death & Dismemberment, Voluntary Life and Accidental Death & Dismemberment, Long Term Disability Voluntary Short Term

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Disability, and Employer Paid Short Term Disability Insurance" (the "RFP"), on the Demandstar website and in the Miami Herald; and

WHEREAS, an evaluation committee comprised of staff from the Human Resources, Public Works, and Finance Departments, as well as the City Manager's Office, reviewed the proposals during several publicly noticed evaluation committee meetings; and

WHEREAS, Standard was ranked the highest-rated responsive and responsible proposer, with whom the evaluation committee recommended entering into negotiations authorized by the City Manager; and

WHEREAS, Standard and the City agreed to the amount not-to-exceed \$1,343,025 for the total annual premium cost for calendar year 2016, to maintain the current benefits for City employees, retirees and dependents; and

WHEREAS, the City Manager recommends approval of the proposed agreement with Standard to include a total annual premium cost for calendar year 2016 in the amount not-to-exceed \$1,343,025 to maintain the current benefits for City employees, retirees and dependents; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the proposed agreement with Standard to authorize the City Manager to execute all appropriate contract documents with Standard.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

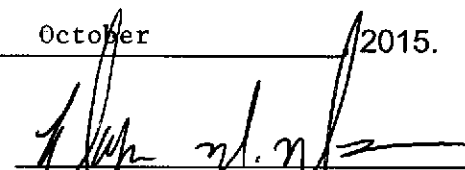
Section 2: That it approves the proposed three-year agreement with two one-year renewal options with Standard Insurance Company for a total annual premium cost in the amount not-to-exceed \$1,343,025 for calendar year 2016.

Section 3: That the City Manager is authorized to execute all appropriate contract documents, and the appropriate officials are authorized to do all things necessary and expedient, in order to carry out the aims of this Resolution.

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Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7 day of October 2015.

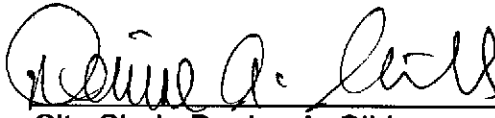


Mayor, Wayne M. Messam



Vice Mayor, Darline B. Riggs

ATTEST:



City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

 *Dea*

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Darline B. Riggs
Mayor Wayne M. Messam

Voted

Yes
Yes
Yes
Yes
Yes