



Cigna Group Insurance<sup>®</sup>  
Disability Solutions



# Goals

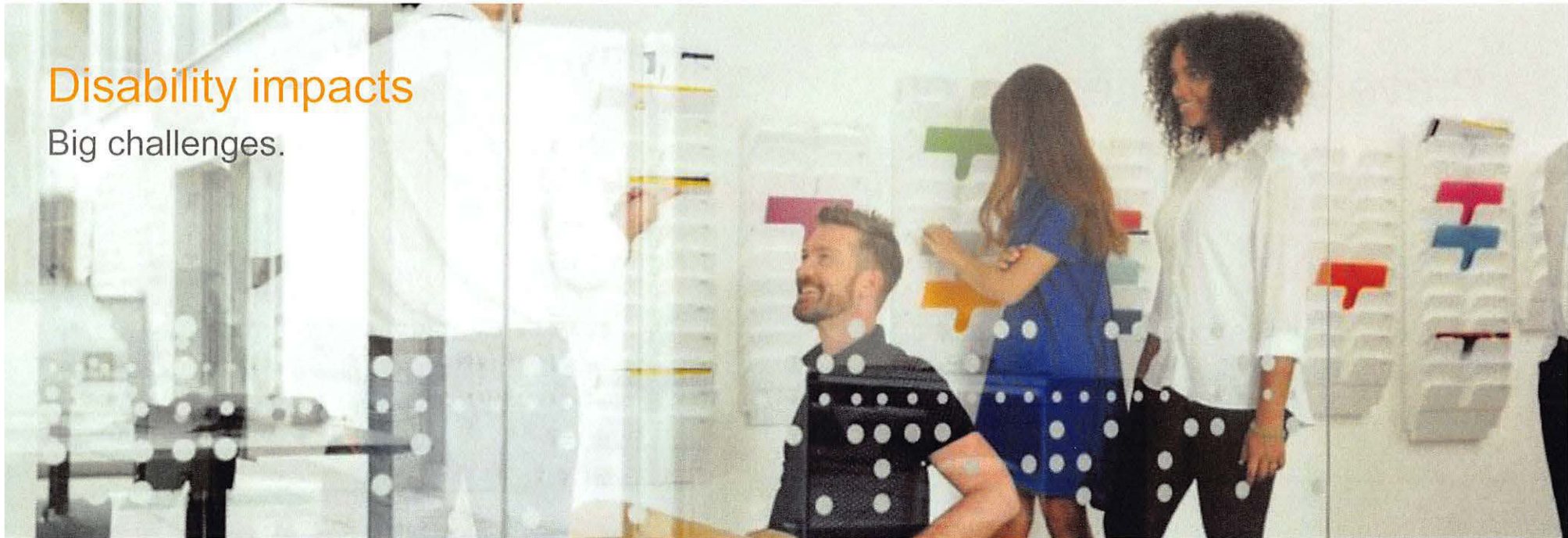


- Maximize plan value for county employees. Over 16% savings, additional value added programs plus the addition of conversion.
- Support the HR team in the communication, enrollment and administration of the plan. \$50,000 implementation fund to offset any associated cost with transition



## Disability impacts

Big challenges.



**50%**

of disabled Americans  
are working age<sup>1</sup>

**1 in 4**

20-year-olds in the U.S.  
will become disabled  
before retirement<sup>2</sup>

U.S. disability costs

**\$4 billion**

a year in health  
expenditures<sup>3</sup>

**Nearly 3/4**

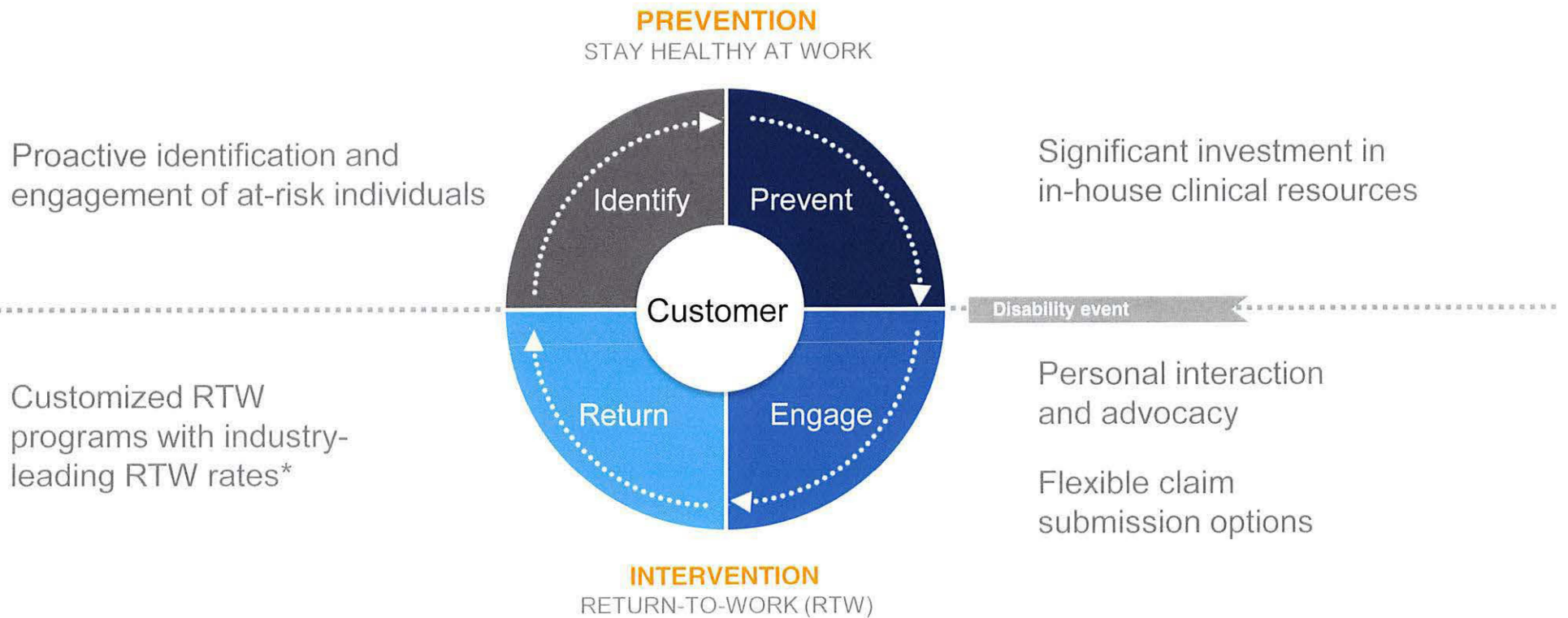
of Americans live  
paycheck-to-paycheck<sup>4</sup>

U.S. Census Bureau, "Disability Characteristics, 2018 American Community Survey." September 2019. 2. Social Security Administration, "The Facts about Social Security's Disability Program." January 2019. 3. Centers for Disease Control and Prevention, "Disability and Health – Economic Facts." March 2016. 4. American Payroll Association, "Getting Paid in America Survey." 2018.



# Prevention + intervention

Personalized connections.



\*Deloitte, "Group LTD Morbidity Survey," August 2016.

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## Helping prevent avoidable absence

Vocational experts help at-risk employees stay healthy at work.\*

**Vocational coaching**  
**Ergonomic assessments**  
**Health program referrals**  
**Workstation modifications**  
**Assistive equipment**  
**Accommodation assistance**

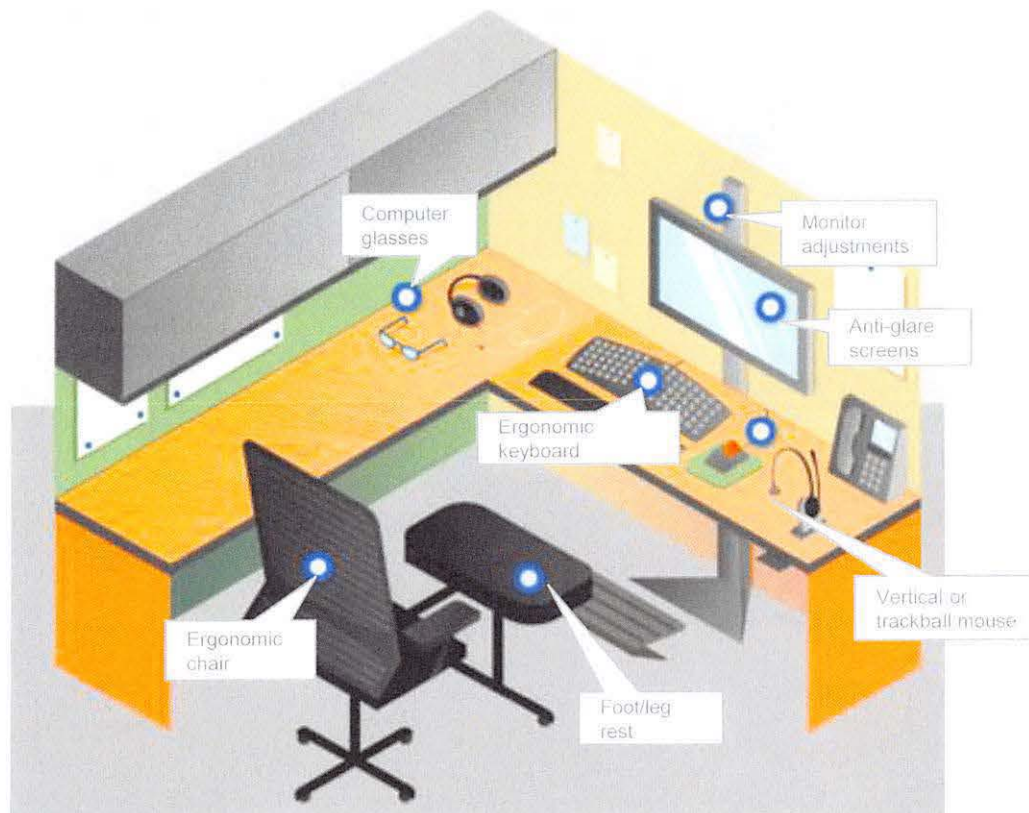


Cigna will cover up to \$1,000 of accommodations for employees pre-disability to maximize productivity

\*For employers with LTD coverage through Cigna. Certain requirements apply. \*\*In general, conditions subject to workers' compensation, medical services, and replacement of standard equipment are excluded. Cigna internal data for 1/1/17–12/31/17 and is subject to change. September 2018.

## Vocational coaching office/desk accommodations

Helping employees stay healthy at work.



Vocational coaches develop a **personalized plan** with employees to help keep them healthy and at work, or return to work, safely after a disability event.



# Value-added programs and services\*

Supporting wellness and financial health.



Telephonic clinical and work/life support, up to three face-to-face counseling visits, referrals for community services, free 30-minute financial and legal consultations, educational resources and webinars.



30-day pre-paid expert money-coaching for all types of financial planning and challenges, identity theft prevention and fraud resolution services, online tools for state-specific wills and other important legal documents.



Discounts on health and wellness services, including vision and hearing care, diet programs, fitness centers, massage, chiropractic care and acupuncture.

These programs are NOT insurance and do not provide reimbursement for financial losses. Some restrictions may apply. Customers are required to pay the entire discounted charge for any discounted products or services available through these programs. Programs are provided through third-party vendors who are solely responsible for their products and services. Full terms, conditions and exclusions are contained in the applicable client program description and are subject to change. Program availability may vary by plan type and location and are not available where prohibited by law. \*\*Services available at the option of employer for an additional cost and not available to Health Advocates, Inc. existing clients.

# Driving disability engagement/communication through technology

Making it easier for your employees.

## Available now

myCigna® app claims data/support

Online proof of good health determination

Two-way texting

Virtual hold

Live chat

Verbal authorization



## Up next

Enhanced myCigna online claim submission

Online medical authorization

## Coming soon

Digitally view/upload documents

Online forms/eSignature

Secure messaging





Product availability may vary by location, plan type and group size and is subject to change. All group insurance policies and group benefit plans contain exclusions and limitations. Reduction of benefit provisions and terms under which the policy or plan may be continued in force or discontinued may also apply. For costs and complete details of coverage, contact your Cigna representative.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation. Disability plans and services are insured or administered by Life Insurance Company of North America, except in New York, where insured plans are offered by Cigna Life Insurance Company of New York (New York, NY). Policy forms: Disability - TL-004700 et al. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. All pictures are used for illustrative purposes only.



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# Appendix

\*These programs are NOT insurance and do not provide reimbursement for financial losses. Some restrictions may apply. Customers are required to pay the entire discounted charge for any discounted products or services available through these programs. Programs are provided through third-party vendors who are solely responsible for their products and services. Full terms, conditions and exclusions are contained in the applicable client program description and are subject to change. Program availability may vary by plan type and location and are not available where prohibited by law.\*\*Services available at the option of employer for an additional cost and not available to Health Advocates, Inc. existing clients.



AGREEMENT EXCEPTIONS		
PROPOSER:	Life Insurance Company of North America d/b/a Cigna	County Position
Exception No.	Terms and Conditions Exceptions:	
1	Entire agreement – Under applicable laws, the policy must constitute the entire contract; and while a separate agreement may be entered into, to address matters not addressed in, and not required to be addressed in, the policy itself, no such agreement can alter or supersede the terms of the policies.	Negotiable, subject to vendor's agreement to amend the policy.
2	Definitions – Section 1.11 – Definition of Subcontractor is unclear in the context of an insurance contract.	Negotiable.
3	Policy and Certificate of Insurance – Section 3.1 – Policy forms approved by the Florida Department of Insurance require the policy to constitute the entire contract. While a separate contract to address matters not addressed in the policy itself can be entered into, it cannot supersede the terms of the policy itself.	Negotiable, subject to vendor's agreement to amend the policy.
4	Notice of Judgment or Final Order – Section 3.2 – The original provision is both underinclusive and overinclusive. As a practical matter, Cigna cannot notify specific clients of regulatory orders. That said, legally required changes to policies generally arise due to informal policy language reviews, or through internal review by the insurance company. The proposed language would make Cigna responsible for maintaining the policy in compliance with all applicable laws by whatever means.	Non-negotiable.
5	Modifications to Premium Rates – Section 5.2 – Proposed language: "Modifications to Premium Rates. Premium Rates shall be subject to change in accordance with the provisions of the Policy. Therefore, if an adjustment to the Premium Rates is required due to changes in federal or state law, and such adjusted Premium Rates are endorsed by the Department of Financial Services for the State of Florida, County and Insurer shall amend this Agreement, upon mutual agreement, to reflect any agreed adjustment to Premium Rates. County reserves the right to terminate this Agreement for convenience if the Parties are unable to agree on an adjustment to the Premium Rates.	Non-negotiable. The only acceptable modification to the premium rates would be due to changes in the law.
6	Performance Measures – Article 6 – Strike sections 6.2, 6.3, and 6.4. These provisions are inapplicable. Performance guarantees are measured based on specific past performance metrics, and are reported, and where applicable, paid at the initiative of Cigna. See responses to performance guarantees.	Non-negotiable.
7	Truth-In-Negotiation Representation – Section 7.5 – Strike this section. County's sole obligation is to pay premiums at the rates stated in the policy, this provision is inapplicable.	Non-negotiable.
8	Indemnification – Article 8 – In its capacity as insurer, Cigna is solely and directly responsible for payment of all benefit claims under the terms of the policy. This obligation does not include any liability or damages to the extent resulting from the acts or omissions of the County, its officials, employees or agents. Add the following language: " <u>Insurer shall be solely and directly obligated to pay all claims for benefits due under the Policy, and shall, in that capacity, assume responsibility for the defense, settlement and payment of all such claims, whether such claims are brought against the County, its officers, agents, servants and employees. This obligation does not include any liability or damages to the extent resulting from the acts or omissions of the County, its officers, agents, servants and employees.</u> " In addition to the foregoing, Insurer shall indemnify, hold harmless, and defend County... and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or <u>grossly</u> negligent act or omission of Insurer..."	Non-negotiable.
9	Insurance – Section 9.1 – Remove the term "subcontractors" and delete the last sentence.	Non-negotiable.
10	Insurance – Section 9.2 – Cigna will include County as an additional insured, on a blanket basis under its commercial general liability, commercial automobile and umbrella insurance policies.	Negotiable.

<b>AGREEMENT EXCEPTIONS</b>		
<b>PROPOSER:</b>	<b>Life Insurance Company of North America d/b/a Cigna</b>	<b>County Position</b>
<b>11</b>	Insurance – Section 9.3 – Due to the non-standardized nature (i.e. manuscripted or tailor-made) of our insurance programs, almost all of Cigna’s insurers require us to execute a confidentiality and non-disclosure statement as a precondition to obtaining preferential insurance coverage terms. Moreover, as a publicly-traded organization, disclosure of copies of insurance policies may be construed as a disclosure of material non-public information. As a result, we are unable to disclose copies of insurance policies to a non-Cigna entity or a non-regulatory body. We can gladly evidence insurance coverage via the industry-standard ACORD® Certificate of Insurance form.	Non-negotiable.
<b>12</b>	Insurance – Section 9.4 – Replace with the following language: “In the event of cancellation, non-renewal or lapse of any insurance policy(ies) written on a claims-made basis, Insurer shall immediately replace each such insurance policy with a substantially similar insurance program.”	Non-negotiable.
<b>13</b>	Insurance – Section 9.6 – Delete the last sentence and add the following: “The Automobile Liability, Commercial General Liability, Workers’ Compensation and Employer’s Liability, and Umbrella/Excess Liability (excess only to automobile, general liability and employer’s liability) insurance policies will respond on a primary basis to the extent that the claims arise from services rendered by Insurer. Primary and non-contributory language is not commercially available under any other insurance policies/programs, except for those stated in this Article 9.6.”	Non-negotiable.
<b>14</b>	Insurance – Section 9.7 – Proposed revision: <del>“Within a requested certificate of insurance by the County, Insurer shall declare in writing any evidence to County self-insured retentions or deductibles and insurance over the limit(s) listed prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Insurer shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claims resulting from the Insurer’s provision of, or failure to provide, services against for the County. County may, at any time, require Insurer to purchase coverage with a lower retention or provide proof or ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Insurer agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Insurer agrees to obtain same in endorsements to the required policies.”</del>	Non-negotiable.
<b>15</b>	Insurance – Section 9.8 – Cigna cannot make mid-year changes to its policies. Some insurance policies are written on a multi-year basis further limiting its ability to make changes. Delete and replace provision with the following proposed language: “Where allowable by law, Insurer shall cause its commercial general liability, workers’ compensation, commercial automobile and umbrella insurers to waive their rights of recovery or subrogation against County’s insurance policies on a blanket basis.”	Non-negotiable.
<b>16</b>	Insurance – Section 9.9 – Cigna itself assumes responsibility for any acts of its subcontractors, and therefore any insurance required by Cigna is for Cigna’s protection (the County’s protection coming from Cigna). Delete and replace provision with the following proposed language: “Insurer shall, at its sole discretion, require each subcontractor(s) under this Agreement to maintain reasonable and customary types and limits of insurance.”	Non-negotiable.
<b>17</b>	Insurance – Section 9.10 – Strike this provision. As a large publicly traded organization, Cigna is unable to cede its insurance purchasing decisions to a non-Cigna third party. Insurance purchase decisions are made by members of the Cigna Global Risk Management team after analyzing enterprise-wide risks in compliance with all applicable laws, statutes and governing regulation. As a result, Cigna must respectfully deny this request.	Non-negotiable.

AGREEMENT EXCEPTIONS		
PROPOSER:	Life Insurance Company of North America d/b/a Cigna	County Position
18	Insurance – Section 9.11 – Proposed revision: “If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) <del>the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit D insurer intends to maintain and renew such policies on an ongoing basis. In the highly unlikely event of a policy lapse, termination or cancellation, Insurer will either purchase a similar insurance policy without any interruption of coverage or purchase tail coverage (extended reporting period) for at least two (2) years following the termination date of the affected insurance policy; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Insurer must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D. In the event of cancellation, non-renewal or lapse of such insurance policies, Insurer shall immediately replace each such insurance policy with a substantially similar insurance program.</del> ”	Non-negotiable.
19	Termination – Section 10.4 – Proposed revision: “Notice of termination shall be provided in accordance with the “Notices” section of this Agreement <del>except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing. Notice of termination of this Agreement shall be deemed notice of termination of the Policy, which shall thereafter terminate according to its terms. The provisions of this Article 10 shall not alter or affect the rights of termination contained in the Policy.</del> ”	Non-negotiable.
20	Termination – Section 10.5 – Proposed revision: “In the event this Agreement is terminated <del>for convenience by County</del> , Insurer shall be paid for <u>any insurance premiums for periods of coverage Services properly performed under this Agreement</u> through the termination date specified in the written notice of termination, <u>or, if later, provided in the Policy</u> , subject to any right of County to retain any sums otherwise due and payable...”	Non-negotiable.
21	Termination – Section 10.6 – In addition to any right of termination stated in this Agreement, <del>County</del> <u>either Party</u> shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.	Negotiable.
22	Equal Employment Opportunity and CBE Compliance – Section 11.1 – Cigna does not intend to enter into any subcontracts specific to this RFP. Strike portion of sentence that states “Insurer shall include the foregoing or similar language in its contracts with any Subcontractors, except that”	Negotiable.
23	Equal Employment Opportunity and CBE Compliance – Section 11.2 – Strike this provision. Not applicable to this agreement.	Negotiable.
24	Rights in Documents and Work – Section 12.2 – Strike this provision. This agreement relates to a contract of insurance. Cigna reserves all rights to intellectual property now or hereafter developed by or licensed to it.	Negotiable.
25	Public Records – Section 12.3 – Records relating to insurance claims cannot legally be provided to the County. Strike 12.3.4 and add the following provision to 12.3: “ <u>Public Records</u> . The Parties acknowledge that (1) the records maintained by the Insurer will consist predominantly of records of insurance claims, which are protected by federal and state insurance privacy laws and exempt from the Florida Public Records Act; and (2) all other records relating to the administration of the insurance program will be maintained directly by the County. Therefore, the Parties do not anticipate that Insurer will be responsible for maintaining records subject to F.S. 119.0701.	Negotiable. Need relevant legal provisions from vendor reflecting exemption from Chapter 119.
26	Audit Rights and Retention of Records – Section 12.4 – (1) Records subject to audit would be limited to claim records, which due to privacy requirements, must take place at Cigna’s offices, and are subject to execution of Cigna’s required NDA, and (2) Because the County is responsible for calculating and reporting its own premium payments, the last paragraph is not applicable. Strike third paragraph.	(1) Negotiable (2) Non-negotiable

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27	Third Party Beneficiaries – Section 12.8 – Add the following language to the last sentence: “Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement, <u>other than claims insured under the Policy.</u> ”	Negotiable. Need clarification.
28	Assignment or Transfer of Right or Interest in Agreement – Section 12.10 – Life Insurance Company of North America is an indirect, wholly owned subsidiary of Cigna Corporation, a publicly traded company (NYSE: CI). As the County is aware, on December 18, 2019, Cigna Corporation entered into an agreement to sell the stock of LINA to New York Life Insurance Company, which, subject to required regulatory approvals, is expected to occur during the third quarter of 2020.	Negotiable, subject to New York Life Insurance Company going through the County’s concurrence process when this occurs.
29	Conflicts – Section 12.11 – Cigna does not have the legal ability to make such a commitment binding on its employees. Strike first paragraph and last sentence. Proposed language: “Insurer represents and warrants that it has adopted a formal conflict-of-interest policy, and agrees that it will continue to maintain and enforce a conflict-of-interest policy.” Revise second paragraph as follows: “Insurer agrees that Insurer, including its principals and employees: shall not have or hold any contractual or employment relationship with <u>any of County’s fringe benefit providers or any other entities competing to provide the same or comparable fringe benefits...</u> ” “Insurer agrees that Insurer, including its principals and employees, shall not receive any fees, commissions, or other compensation from any of the County’s fringe benefit providers, <u>other than Insurer or its affiliates</u> , or any other entities...”	<ul style="list-style-type: none"> <li>• Strike first paragraph and last sentence – Non-negotiable</li> <li>• Revision of second paragraph – Negotiable</li> </ul>
30	Compliance with Laws – Section 12.13 – Cigna can agree to this provision in relation to its own employees. Cigna cannot agree to assume responsibility that the terms of the County’s employee benefit plans meet any obligations under such laws to which the County may be subject. Add the following language: “Insurer does not, however, assume any responsibility regarding compliance of the Services with the County’s own separate obligations under such laws, rules and regulations.”	Negotiable. Need clarification.
31	Priority of Provisions – Section 12.17 – Revised language: “If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, <del>the provisions contained in Articles 1 through 12 shall prevail and be given effect</del> shall take precedence in the following order: (1) Exhibit A; (2) Articles 1 through 12; and (3) any other Exhibit.”	Negotiable, subject to vendor’s agreement to amend the policy.
32	Law, Jurisdiction, Venue, Waiver of Jury Trial – Section 12.18 – Proposed revision: “This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida; <u>provided, that any Policy of insurance shall be governed by the laws of the jurisdiction in which it is delivered.</u> The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement <del>must</del> <u>may</u> be litigated in federal court...”	Non-negotiable.
33	HIPAA Compliance – Section 12.21 – HIPAA relates to health care plans only, and is not applicable to any of the products or services provided under this Agreement. Strike provision.	Negotiable. Not a covered entity.
34	Living Wage Requirement – Section 12.29 – The purchase of insurance is not a “covered service” within the meaning of the Broward County Living Wage Ordinance (Section 26-101(k)), and an insurance company is not a Service Contractor as defined by that ordinance (Section 26-101(o)). The ordinance is therefore inapplicable to this contract. Strike provision.	Negotiable. Not a covered service.
35	Piggyback – Section 12.30 – Under Florida law, extension of a single group policy to legally unaffiliated entities is not permitted. Cigna is willing to entertain RFP’s from any other Florida public entities interested in obtaining its products or services.	No longer applies.

<b>AGREEMENT EXCEPTIONS</b>		
<b>PROPOSER:</b>	<b>Life Insurance Company of North America d/b/a Cigna</b>	<b>County Position</b>
<b>Questionnaire No.</b>	<b>Project Specific Vendor Questionnaire Exceptions:</b>	
1	Proposer agrees to provide all services and meet all specifications as outlined in the Scope of Services. Response: Yes – with deviations	Negotiable.
3	Proposer agrees to extend the same terms and conditions of this contract to Supervisor of Elections that is currently insured under the expiring contract (Piggyback agreement). Response: No	Must be willing to negotiate.
8	Proposer agrees that the County will not guarantee a minimum number of participants. Response: No.	Not negotiable. The County will not guarantee a minimum number of participants.
9	Proposer agrees to accept all insureds enrolled in the current Program with no actively at work, pre -existing exclusions, or waiting period. Response: No	Negotiable.
12	Proposer agrees to a premium rate guarantee for the two (2) years of the contract. Rate caps will not be accepted. Response: Yes – with deviations	Negotiable.
17	Proposer agrees to provide minimum of one person to attend all annual open enrollment vendor fairs/ meetings (estimated to be approximately 12 onsite meetings over a two-week period) typically scheduled in October/November. Meeting schedule will be set by the County. Response: Yes – with deviations	Negotiable.
18	Proposer agrees to accept the County's self-billing process and remittance for active employee on a bi-weekly basis. The County will remit premium payments in aggregate based on premiums collected after each bi-weekly payroll is run via ACH. The County does not provide employee-level detail. Response: Yes – with deviations	Negotiable.
21	Proposer agrees to provide minimum of one person to attend annual County Financial Fairs (estimated to be approximately 15-20 on-site meetings over a two-week period) typically scheduled for the month of June. Meeting schedule will be set by the County. Response: Yes – with deviations	Negotiable.
34	Proposer agrees to submit financial reporting as detailed in Performance Guarantees.	Must be willing to negotiate.
37	Proposer agrees to resolve all appeals within 30 days of receipt of completed documentation. Response: No – 45 days	Negotiable.
<b>Questionnaire No.</b>	<b>Performance Measures Questionnaire Exceptions:</b>	
5	Open Enrollment Meetings Response: No – will provide onsite support at locations of 100 or more employees	Not acceptable to County, must be willing to negotiate.
6	Reporting Response: No to Measure, Yes to Deduction	Needs clarification.
11	Client Annual Satisfaction Response: No – will use own survey	Negotiable.