

**CITY OF CAPE CORAL
RDS RE-OPENING PROPOSAL**

This Statement of Work (SOW) is between the **CITY OF CAPE CORAL** and **FOSTER & FOSTER CONSULTING ACTUARIES, INC.**

CITY OF CAPE CORAL is herein referred to as "City" and **FOSTER & FOSTER CONSULTING ACTUARIES, INC.**, is herein referred to as "Consultant."

EFFECTIVE DATE

This SOW is effective as of March 6, 2025.

SCOPE OF WORK

The City is interested in pursuing a Retiree Drug Subsidy (RDS) Re-Opening of previously submitted claims to the Centers for Medicare and Medicaid Services (CMS). This SOW confirms that the City has agreed to retain the services of the Consultant to prepare and submit an RDS Re-Opening to CMS. The Consultant's services will include the following:

- Perform all functions to re-open previously reconciled plan years on behalf of the City, including:
 - Develop timelines to re-open 2023 & 2024 previously reconciled plan year(s) that minimize the loss of potential additional subsidies.
 - Validate all eligible retirees were included in the RDS subsidy process.
 - Validate all claims are matched to eligible retirees in the City.
 - Calculate the additional RDS subsidy for recovery.
 - Prepare the Plan Sponsor's notice of RDS re-opening request on behalf of the City.
 - Reconcile the reopened plan year(s).
 - Prepare and post final cost report for the City to request payment.
 - Transfer eligibility data efficiently and securely to CMS.
 - Review CMS response and assist with additional subsidy recovery process through completion on behalf of the City.

Should any additional services be required or requested beyond those noted above, the Consultant will work with the City to mutually agree upon and define such services under a Change Order.

COMPENSATION

The City agrees that Consultant shall be paid a flat fee of \$15,000 for the services described under the "Scope of Work" section above. There will be no additional billings or charges to the City to conduct the reopening(s) itself. Consultant's fee, to the extent earned, shall be invoiced and be due

and payable within thirty (30) days after the City's receipt of Consultant's invoice. The City expressly agrees that Consultant's fee shall be a direct obligation of the City.

RIGHTS AND DISCLOSURES

Consultant agrees and acknowledges that it does not hold any copyrights to materials created.

MISCELLANEOUS

- a. This SOW and the Parties' actions under this SOW shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to conflict of law principles. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.
- b. No Party shall be liable for a failure or delay in performing any of its obligations under this SOW if, but only to the extent that, such failure or delay is due to causes beyond the reasonable control of the affected Party, including (i) acts of God; (ii) fire, explosion, or unusually severe weather; (iii) war, invasion, riot or other civil unrest; (iv) governmental laws, orders, restrictions, actions, embargoes or blockages; (v) national or regional emergency, including, but not limited to, a pandemic; and (vi) injunctions, strikes, lockouts, labor trouble or other industrial disturbances; provided that the Party affected shall promptly notify the other of the force majeure condition and shall exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible. Any failure or delay in performing any obligation under this SOW because of failure or performance abnormality in software, hardware, or firmware shall not be, or be deemed to be, the result of force majeure.
- c. The Consultant shall perform its obligations in a manner that complies with industry best practices as well as all applicable federal, state, and local laws, regulations, ordinances, and codes of the United States.
- d. This SOW shall not be deemed to be an exclusive contract and the City and Consultant shall each be free to obtain or provide services of the same or similar nature to other parties during the term of this SOW.
- e. Except in connection with a capital transaction involving the sale of all, or substantially all, of either Party's business, neither Party may assign, transfer or otherwise dispose of this SOW, or any obligation or right with respect hereto, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- f. This SOW constitutes the entire SOW between the Parties and replaces all previous communications, representations, understandings, and SOWs, whether verbal or written between the Parties. If any provision of this SOW is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this SOW shall continue in full force and effect. The Parties shall negotiate in good faith to substitute a valid, legal, and enforceable

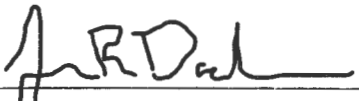
provision that reflects the intent of such invalid or unenforceable provision.


- g. No waiver, amendment, or modification of any provisions of this SOW shall be effective unless in writing and signed by a duly authorized representative of the Party against whom such waiver, amendment, or modification is sought to be enforced.
- h. In the event any action is brought to enforce this SOW, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees, and court costs.
- i. No failure or delay by either Party in exercising any right, power, or remedy under this SOW, except as specifically provided in this SOW, shall operate as a waiver of any such right, power or remedy.
- j. Any specific right or remedy provided in this SOW will not be exclusive but will be cumulative upon all other rights and remedies described in this section and allowed under applicable law.
- k. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
- l. This SOW may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument. This SOW may be executed and delivered by facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed under proper authority as of the Effective Date.

**FOSTER & FOSTER CONSULTING
ACTUARIES, INC.**

CITY OF CAPE CORAL

Signature: 
Name: Jonathan R. Davidson
Title: Chief Legal Officer
Date: 3-20-2025

Signature: 
Name: Crystal Feast
Title: Acting Finance Director
Date: 3/20/2025