Reso. No. 14-107-24-A

SCANNED

RISK MANAGEMENT

JAN 02 2025

RECEIVED

FOURTH AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE, FLORIDA AND AVMED, INC.

This Fourth Amendment is to the Administrative Services Agreement ("ASA" or "Agreement") between AvMed, Inc. ("AvMed") and the City of Sunrise, Florida ("City") to provide claim and related third party administrative services to the Exclusive Provider Network (HMO) and Point of Service (POS) open access plans under the City's self-funded health insurance program.

WHEREAS, via Resolution No. 14-107, the City Commission awarded Av-Med, Inc. the City's Requests for Proposals for Third-Party Administrative Services Only for self-funded HMO and POS open access employee group health insurance plans, including pharmacy benefit management; and

WHEREAS, on January 1, 2015, the City of Sunrise and AvMed, Inc. d/b/a AvMed entered into an Administrative Services Agreement to provide claim and other certain administrative services for the Exclusive Provider Network and Point of Service plans under the City's self-funded health insurance plan. The Agreement was for a period of 3 years and offered renewals for Extended Contract Years 4 and 5; and

WHEREAS, via Resolution No. 14-107-17-A, the First Amendment to the Agreement, which modified the definition of Extended Contract Years and Exhibit F. Third Party Administration Cost Form, was signed on and became effective for 1 year (Extended Contract Year 4) on January 1, 2018; and

WHEREAS, via Resolution No. 14-107-18-A, the Second Amendment to the Agreement, which modified the definition of Extended Contract Years and Exhibit F. Third Party Administration Cost Form, was signed on and became effective for 1 year (Extended Contract Year 5) on January 1, 2019; and

WHEREAS, via Resolution No. 14-107-19-A, the Third Amendment to the Agreement, which modified the definition of Extended Contract Years and Exhibit F. Third Party Administration Cost Form, was signed on and became effective for 5 years (Extended Contract Years 6 – 10) with 5 additional Extended Contract Year options on January 1, 2020; and

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WHEREAS, the parties wish to amend the Agreement, which modified the definition of the Extended Contract Years and Exhibit F. Third Party Administration Cost Form, and incorporate required statutory provisions.

NOW THEREFORE, in consideration of the mutual covenants and obligations create hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Amendments to the ASA. Additions to the Agreement are shown in underscore and deletions from the Agreement are shown in ~~strikethrough~~. City of Sunrise may also be referred to herein as the "Employer" or "City." Agreement may also be referred to herein as "Contract."

(A) Section "**14.21 Scrutinized Company**" under Article "**XIV. MISCELLANEOUS**" of the ASA is hereby deleted in its entirety and revised to read as follows:

14.21 **Scrutinized Company.**

(a) Pursuant to Section 287.135, Florida Statutes, AvMed certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, AvMed certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Sectors List created pursuant to Section 215.473, Florida Statutes; and AvMed further certifies that it is not engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if AvMed is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Sector List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

(B) Section "**14.24 E-Verify – Employment Eligibility**" under Article "**XIV. MISCELLANEOUS**" of the ASA is hereby created to read as follows:

14.24. **E-Verify – Employment Eligibility.**

(a) AvMed warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. AvMed has: (1) registered with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the AvMed's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

(b) AvMed shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. AvMed shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

(c) City shall terminate this Contract if it has a good faith belief that AvMed has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that AvMed's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify AvMed to terminate its contract with the subcontractor and AvMed shall immediately terminate its contract with the subcontractor.

(d) If City terminates this Agreement pursuant to the subsection 3 above, AvMed shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, AvMed shall also be liable for any additional costs incurred by City as a result of the termination.

(C) Section **"14.25 Foreign Gifts and Contracts"** under Article **"XIV. MISCELLANEOUS"** of the ASA is hereby created to read as follows:

14.26 **Foreign Gifts and Contracts.**

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, AvMed shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. AvMed represents and warrants it has complied with Fla. Stat. §286.101, it has

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properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

(D) Section **"14.26 Antitrust Violations"** under Article **"XIV. MISCELLANEOUS"** of the ASA is hereby created to read as follows:

14.26 **Antitrust Violations.**

AvMed has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, AvMed certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

(E) Section **"14.27 Affidavit of Compliance with Foreign Entity Laws"** under Article **"XIV. MISCELLANEOUS"** of the ASA is hereby created to read as follows:

14.27 **Affidavit of Compliance with Foreign Entity Laws.**

AvMed agrees to execute EXHIBIT I. Affidavit of Compliance with Foreign Entity Laws as required by state law due to access to personal identifiable information of plan members, retirees, including dependents, covered by a Plan under the ASA. For convenience, AvMed shall mean "Entity" with regard to EXHIBIT I, which is made part of and attached as Appendix "2" to this Fourth Amendment.

(F) Section **"EXHIBIT B. BASIC ADMINISTRATIVE SERVICES AND CHARGES"** of the ASA is hereby revised to read as follows:

PART I. BASIC ADMINISTRATIVE SERIVCES

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B. CLAIMS RUN-OUT UPON AGREEMENT TERMINATION

Upon termination of this Agreement, AvMed will continue to process and review claims incurred during the contract period for up to twelve (12) months. Because AvMed will not relinquish the administration of its provider network contracts to a third party, AvMed agrees to receive, process, and review claims from AvMed contracted providers for at least six (6) months and not greater than (twelve) 12 months following the termination of this Agreement. The Employer is expected to fund the claims presented by AvMed within the same timeframes as agreed to for claims paid during this Agreement period. If this agreement terminates due to non-funding of claims, bankruptcy or other reasons stated in Section 4.02.04, AvMed may notify the healthcare providers as to a revised process for obtaining payment. AvMed will charge an additional one-time claims administration fee ~~of $66.70~~ per Subscriber for providing this service. This fee is shown on "Exhibit F. Third Party Administration Cost Form." This fee will be due within 30 days upon receipt by City.

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PART II. CHARGES FOR BASIC ADMINISTRATIVE SERVICES PROVIDED BY AVMED OR A SUBCONTRACTOR

A. BASIC ADMINISTRATIVE SERVICES

1. **AvMed**

***

Extended Contract Years: Year 11: January 1, 2025 through December 31, 2025 Fee ~~increase not to exceed 3%~~ of $44.51 per Subscriber per month (PSPM) ~~as negotiated and mutually agreed upon between Employer and AvMed~~. Any change in any administrative fee will be provided for by way of amendment to this Agreement between Employer and AvMed. MDLIVE fee is in addition to administrative fee.

Extended Contract Years: Year 12: January 1, 2026 through December 31, 2026 Fee increase not to exceed 3% per Subscriber per month (PSPM) as negotiated and mutually agreed upon between Employer and AvMed. Any change in any administrative fee will be provided for by way of amendment to this Agreement between Employer and AvMed. MDLive fee is in addition to administrative fee.

Extended Contract Years: Year 13: January 1, 2027 through December 31, 2027 Fee increase not to exceed 3% per Subscriber per month (PSPM) as negotiated and mutually agreed upon between Employer and AvMed. Any change in any administrative fee will be provided for by way of amendment to this Agreement between Employer and AvMed. MDLive fee is in addition to administrative fee.

Extended Contract Years: Year 14: January 1, 2028 through December 31, 2028 Fee increase not to exceed 3% per Subscriber per month (PSPM) as negotiated and mutually agreed upon between Employer and AvMed. Any change in any administrative fee will be provided for by way of amendment to this Agreement between Employer and AvMed. MDLive fee is in addition to administrative fee.

Extended Contract Years: Year 15: January 1, 2029 through December 31, 2029 Fee increase not to exceed 3% per Subscriber per month (PSPM) as negotiated and mutually agreed upon between Employer and AvMed. Any change in any administrative fee will be provided for by way of amendment to this Agreement between Employer and AvMed. MDLive fee is in addition to administrative fee.

(B) Section "**Exhibit F. Third Party Administration Cost Form**" in the ASA is hereby replaced in its entirety with a revised with a new **"Exhibit F. Third Party Administration Cost Form,"** which is made part of and attached as Appendix "1" to this Fourth Amendment.

3. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the ASA, First Amendment, Second Amendment, or Third Amendment, the terms of this Fourth Amendment shall govern. All other terms of the ASA, as amended, shall remain and continue in full force and effect.

4. Captions. The captions of this Fourth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Third Amendment.

5. Effective Date. This Fourth Amendment shall be effective on January 1, 2025.

IN WITNESS WHEREOF, AvMed and City have each executed this Fourth Amendment on the date(s) indicated below.

AVMED, INC.

By:_____
(Signature)

Name: James M. Repp

Title: President

Date: January 2, 2025

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CITY OF SUNRISE

By:_____
(Signature)

Name: Bill Mason

Title: Risk Manager

Date: 1/2/25

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APPENDIX "1"

EXHIBIT F. THIRD PARTY ADMINISTRATION COST FORM

AvMed fully identifies all administrative cost factors of the services rendered under this Agreement on this form, unless otherwise provided in the Agreement. AvMed agrees these administrative fees are inclusive of all cost and unforeseen supplemental fees shall be minimal; otherwise, Employer's approval will be necessary in writing as required in the Agreement. AvMed provides these fees on a per Subscriber per month basis (PSPM), unless otherwise noted below.

Requested Services	**Year ~~1011~~**
Claims Administration Fee	~~$43.21~~ $44.51
Utilization Management & Review Fees***	Included
Medical Case Management***	Included
Network Access Fee***	Included
Other Network Administration Fees***	Included
Disease Management Fees (list all programs currently offered to ASO accounts)*	
Cardiovascular	$143.21 PP
Diabetes	$110.79 PP
Coronary Artery Disease	$87.75 PP
COPD	$96.32 PP
Asthma	$47.37 PP
Other (please list): Low Risk/Education	$1.55 PP
Musculoskeletal Pain	Included
Wellness Services	
Health Risk Assessments (online)	Included
Biometric Screenings (price based on ~~screening~~ type)	Variable
Incentive Administration (price based on program selection)	~~Variable~~ Included
Standard Reports	Included
Capitated Services**	

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Lab	$3.25
Durable Medical Equipment	$2.54
Home Health and Home Infusion	$2.30
Fiduciary Services - coordination of benefits, claim appeals* **	Included
On-Site Service Representative	Included
Other Fees That May Be Included Above	
Start-up fees	Included
Preparation of summary plan descriptions	Included
ID cards	Included
Other (please list) HIPAA Certificates ***	Included
COBRA Administration***	Included
Nurse Help Line***	Included
Other Fees That Are Not Included Above	
Claims Run-Out Upon Agreement Termination ****	$60.44
MDLive	$0.61

NOTES:

*Disease Management fees are listed as per program enrolled Participant, and are not included in the Total Administrative Fee PSPM.

**Capitated Services Rates are representative of current per Member per month (PMPM) capitation rates for the amount shown. They are subject to change as provider agreements are negotiated, and are billed on a PMPM basis. AvMed guarantees these rates for the Contract Year~~s~~: Year~~s 6 – 10~~ 11: January 1, ~~2020~~ 2025 through December 31, ~~2024~~ 2025.

***These fees are now all included in the Claims Administration Fee.

**** This is a one-time fee per Subscriber in the event the Agreement is terminated, and necessary to pay for claim run-out processing for up to 12 months.

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APPENDIX "2"

EXHIBIT I. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: January 2, 2025

Signed: _____

Entity: AvMed, Inc.

Name: James M. Repp

Title: President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of January, 2025, by James M. Repp, as President for AvMed, Inc., who is personally known to me or who has produced n/a as identification.

KRISTINA M. VILLANUEVA
MY COMMISSION #HH264362
EXPIRES: JUL 11, 2026
Bonded through 1st State Insurance

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Kristina M. Villanueva

My commission expires: 7/11/26

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