CITY CLERK
CITY OF SUNRISE

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SUNRISE, FLORIDA

RESOLUTION NO. 14-107-17-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT" BETWEEN THE CITY OF SUNRISE, FLORIDA AND AVMED, INC. FOR THE CONTRACT PERIOD OF JANUARY 1, 2018 THROUGH DECEMBER 31, 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, via Resolution No. 14-107, the City Commission awarded AvMed, Inc. the City's Requests for Proposals for Third-Party Administrative Services Only for Self-Funded HMO and NPOS Open Access Employee Group Health Insurance Plans, Including Pharmacy Benefit Management; and

WHEREAS, on January 1, 2015, the City of Sunrise ("City") and AvMed, Inc. ("AvMed") entered into an Administrative Services Agreement ("ASA") to provide claim and other certain administrative services for the Exclusive Provider Network (HMO) and Point of Service (POS) plans under the City's self-funded health insurance plan; and

WHEREAS, the ASA was for a period of three (3) years and offered renewals for Extended Contract Year 4 and Extended Contract Year 5; and

WHEREAS, the parties desire to exercise the renewal for Extended Contract Year 4, as provided for in the ASA, with no increase in the administrative fee.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. A "First Amendment to Administrative Services Agreement" ("First Amendment") between the City of Sunrise and AvMed, Inc. is hereby approved. A copy of the First Amendment is attached hereto and made a part of this Resolution as Exhibit "A."

Section 3. The Risk Manager is hereby authorized to execute the First Amendment.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 8TH DAY OF AUGUST, 2017.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION:	KERCH
SECOND:	SCUOTTO
DOUGLAS:	YEA
KERCH:	YEA
SCUOTTO:	YEA
SOFIELD:	ABSENT
RYAN:	YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Kimberly A. Kisslan

Risk Management

AUG 23 2017

Received

RESO 14-107-17-A

Exhibit "A" C17199

FIRST AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This First Amendment is to the Administrative Services Agreement between AvMed, Inc. d/b/a AvMed and the City of Sunrise, Florida to provide claim and related third party administrative services to the Exclusive Provider Network (HMO) and Point of Service (POS) under the City's self-funded health insurance plan.

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 HMA and NPOS Open Access Employee Group Health Insurance Plans, Including Pharmacy Benefit Management; and

WHEREAS, on January 1, 2015, the City of Sunrise ("City") and AvMed, Inc. d/b/a AvMed ("AvMed") entered into an Administrative Services Agreement ("ASA") to provide claim and other certain administrative services for the Exclusive Provider Network (HMO) and Point of Service (POS) plans under the City's self-funded health insurance plan; and

WHEREAS, the ASA was for a period of three (3) years and offered renewals for Extended Contract Year 4 and Extended Contract Year 5; and

WHEREAS, the parties desire to exercise the renewal for Extended Contract Year 4 with no increase in the administrative fee.

NOW THEREFORE, in consideration of the mutual covenants and obligations created 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.

(A) The following sections of the ASA are hereby amended:

The definition of Extended Contract Years: Year 4 as set forth in Exhibit B, Part II, A. Basic Administrative Services is hereby amended to read as follows:

Extended Contract Years: Year 4: January 1, 2018 through December 31, 2018 with no fee increase in the ~~Fee increase not to exceed 3%.~~ per Subscriber per month (PSPM) ~~as~~

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CITY OF SUNRISE

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~~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.

Exhibit F Third Party Administration Cost Form is hereby replaced in its entirety with Exhibit "1" to this First Amendment.

(B) The following sections are hereby created and added to the ASA:

14.18 **Discriminatory Vendor List.**

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this First Amendment, AvMed represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

14.19 **Public Entity Crimes**.

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this First Amendment, AvMed represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

14.20 **Public Records.**

AvMed shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that AvMed and this First Amendment are subject to the requirements in Section 119.0701, Florida Statutes, AvMed shall:

(a) Keep and maintain public records required by the City to perform the services

provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this First Amendment and following completion of this First Amendment if AvMed does not transfer the records to the City.

(d) Upon completion of the First Amendment, transfer, at no cost, to the City all public records in the possession of AvMed or keep and maintain public records required by the City to perform the service. If AvMed transfers all public records to the City upon completion of the First Amendment, AvMed shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AvMed keeps and maintains public records upon completion of the First Amendment, AvMed shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) If AvMed fails to comply with the requirements in this Section 14.20, the City may enforce these provisions in accordance with the terms of this First Amendment. If AvMed fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF AVMED HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AVMED'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS FIRST AMENDMENT, AVMED SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

Exhibit "A"

14.21 **Scrutinized Company.**

Pursuant to Section 287.135, Florida Statutes, AvMed certifies that it is not:

1. On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;
2. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
3. Engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if AvMed:

1. Is found to have submitted a false certification as provided under subsection 287.135(5);
2. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
3. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
4. Has been engaged in business operations in Cuba or Syria.

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

4. Captions. The captions of this First 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 First Amendment.

5. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

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Exhibit "A"

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

AVMED, INC.

By:_____
(Signature)

Name: James Repp
Title: ~~Sr. Vice President, Member Relationship~~ President & COO
Date: 8/14/17

CITY OF SUNRISE

By:_____
(Signature)

Name: Bill Mason
Title: Risk Manager
Date: 8/23/17

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Exhibit "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. AvMed guarantees these rates for three (3) years from the effective date of this Agreement.

Requested Services	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Claims Administration*	$19.88	$19.88	$19.88	$19.88	
Utilization Management & Review Fees	$5.60	$5.60	$5.60	$5.60	
Medical Case Management	$2.38	$2.38	$2.38	$2.38	
Network Access Fee	$3.44	$3.44	$3.44	$3.44	
Other Network Administration Fees	$3.68	$3.68	$3.68	$3.68	
Disease Management Fees (list all programs currently offered to ASO accounts)**					
Cardiovascular	$143.21 PP	$143.21 PP	$143.21 PP	$143.21 PP	
Diabetes	$110.79 PP	$110.79 PP	$110.79 PP	$110.79 PP	
Coronary Artery Disease	$87.75 PP	$87.75 PP	$87.75 PP	$87.75 PP	
COPD	$96.32 PP	$96.32 PP	$96.32 PP	$96.32 PP	
Asthma	$47.37 PP	$47.37 PP	$47.37 PP	$47.37 PP	
Other (please list): Low Risk/Education	$1.55 PP	$1.55 PP	$1.55 PP	$1.55 PP	
Wellness Services					
Health Risk Assessments (online)	Included	Included	Included	Included	
Biometric Screenings (price based on screening type)	Variable	Variable	Variable	Variable	
Incentive Administration (price based on program selection)	Variable Included	Variable Included	Variable Included	Variable Included	
Standard Reports	Included	Included	Included	Included	
Capitated Services* **					
Lab	$2.44	$2.44	$2.44	$2.44	
Durable Medical Equipment	$2.39	$2.39	$2.39	$2.39	
Home Health and Home Infusion	$2.25	$2.25	$2.25	$2.25	
Fiduciary Services - coordination of benefits, claim appeals	$1.00	$1.00	$1.00	$1.00	
On-Site Service Representative	Included	Included	Included	Included	
Other Fees That May Be Included Above					
Start-up fees	Included	Included	Included	Included	
Preparation of summary plan descriptions	Included	Included	Included	Included	
ID cards	Included	Included	Included	Included	

Exhibit "1"

Other (please list) HIPAA Certificates	$0.25	$0.25	$0.25	$0.25	
COBRA Administration	$0.40	$0.40	$0.40	$0.40	
Nurse Help Line	$1.37	$1.37	$1.37	$1.37	

NOTES:

*The Claims Administration fee has been rounded by $0.01 to reflect the request for proposals' agreed Total Administrative fee of $38.00 per Subscriber per month (PSPM).

**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.