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

This Fifth 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 AvMed, 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 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 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 became effective for 5 years (Extended Contract Years 6 – 10) with 5 additional Extended Contract Year options on January 1, 2020; and

WHEREAS, via Resolution No. 14-107-24-A, the Fourth Amendment to the Agreement, which modified the definition of Extended Contract Years and Exhibit F. Third

Party Administration Cost Form became effective for 1 year (Extended Contract Year 11) with 4 additional Extended Contract Year options on January 1, 2025; and

WHEREAS, the parties wish to amend the Agreement with a Fifth Amendment, which modified the definition of the Extended Contract Years, "**Exhibit F. Third Party Administration Cost Form"** and "**Exhibit E. Performance Guarantees.**"

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. 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 **"EXHIBIT B. BASIC ADMINISTRATIVE SERVICES AND CHARGES; PART II. CHARGES FOR BASIC ADMINISTRATIVE SERVICES PROVIDED BY AVMED OR A SUBCONTRACTOR; A. BASE ADMINISTRATIVE SERVICES"** in the ASA is hereby revised to read as follows:

EXHIBIT B. BASE ADMINISTRATIVE SERVICES AND CHARGES

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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 12: January 1, 2026 through December 31, 2026 Fee ~~increase not to exceed 3%~~ of $45.85 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.

2. Employer and AvMed agree each liquidated damage in accordance with EXHIBIT E. Performance Guarantees is independent of any other when calculated, and will be applied against AvMed's administrative fee as provided above in ~~Contract Years: Year 1 through Year 3, including~~ Extended Contract Years: Years ~~4 and Year 5~~ 12 through 15. **Capitation Fees Billed by AvMed on Behalf of Provider Vendors**

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

(C) Section **"Exhibit E. Performance Guarantees"** in the ASA is hereby replaced in its entirety with a revised "**Exhibit E. Performance Guarantees"** which is made part of and attached as Appendix-2 to this Fifth Amendment.

3. Conflicting Terms. In the event the terms of this Fifth Amendment conflict with those of the ASA, First Amendment, Second Amendment, Third Amendment or Fourth Amendment, the terms of this Fifth 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 Fifth 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 Fifth Amendment.

5. Effective Date. This Fifth Amendment shall be effective on January 1, 2026.

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

AVMED, INC.

By:_____
(Signature)

Name: Candy Sickle

Title: Vice President, Commercial Sales

Date: _____

CITY OF SUNRISE

By:_____
(Signature)

Name: Bill Mason

Title: Risk Manager

Date:_____

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK. APPENDIX-1 AND APPENDIX-2 FOLLOWS.]

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 ~~11~~ 12**
Claims Administration Fee	~~$44.51~~ $45.85
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: Year ~~11~~ 12: January 1, ~~2025~~ 2026 through December 31, ~~2025~~ 2026.

***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.

APPENDIX-2

EXHIBIT E. PERFORMANCE GUARANTEES

Each liquidated damage is independent of any other when calculated and applied against AvMed's administrative fee provided for under the Exhibit B, Part II, Charges for Basic Administrative Services provided by AvMed or a subcontractor, Section A. Basic Administrative Services. Employer and AvMed agree that the amount of damages is incapable of precise determination. As a result, Employer and AvMed have agreed to these liquidated damages, and agreed they are not a penalty. Employer and AvMed agree that payment of the applicable percentage of the administrative fee shall constitute the exclusive remedy for failure to meet a Performance Commitment and the failure to meet the Performance Commitment shall not constitute a breach of the Agreement.

Implementation Performance Guarantees	Performance Commitment	Liquidated Damages % Amount
Identification Card Delivery Performance Standard	98% of Identification Cards mailed within 10 business days of receipt of complete and accurate eligibility data.	1% of annual Administrative Fee
Call Readiness Performance Commitment	Service Center(s) ready to respond to customer inquiries as of Plan effective date.	1% of annual Administrative Fee
Overall Satisfaction with Implementation Services Performance Standard	Based on a mutually agreed upon Satisfaction Survey (standard will be measured and reported to Employer annually after open enrollment implementation).	1% of annual Administrative Fee

Ongoing Performance Guarantees	Measure Method	Liquidated Damages % Amount
I.D. Card Production (ongoing)	98% of Identification Cards mailed within 10 business days of receipt of complete and accurate eligibility data (standard will be measured and reported to Employer quarterly).	1% of annual Administrative Fee
Claims Processing	Time to Process: 94% of claims processed in 10 business days from the date a claim is received to the date it is processed (i.e., paid, pended or denied) excluding weekends and holidays (clean claims only). Standard will be measured and reported to Employer quarterly. Financial Accuracy: 98% Financial Accuracy (Defined as	1% of annual Administrative Fee

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Ongoing Performance Guarantees	Measure Method	Liquidated Damages % Amount
	claim dollars paid correctly divided by claim dollars paid based on all claims in the audit sample. Claim dollars paid correctly are calculated by subtracting gross, not net, payment errors from total claim dollars paid.) (standard will be measured and reported to Employer quarterly).	1% of annual Administrative Fee
	Procedural Accuracy: 98% (Defined as number of correct claims reviewed in the audit sample divided by the total number of claims reviewed in the audit sample. A "correct claim" is free of any errors including, but not limited to, spelling, coding, financial, typographical, or numerical (standard will be measured and reported to Employer quarterly).	1% of annual Administrative Fee
Member Services Hold Time Abandonment Rate Average Speed of Answer	Toll-free telephone line: Established and operational 30 days prior to the effective date of plan and 95% functional at all times. Standard will be measured and reported to Employer quarterly.	1%of annual Administrative Fee
	Average Speed of Answer: Guarantee that 80% of calls answered within 30 seconds or less (standard will be measured and reported to Employer quarterly)	1% of annual Administrative Fee
	Abandonment Rate: Guarantee that the call abandonment rate will be 4% or less (standard will be measured and reported to Employer quarterly).	1% of annual Administrative Fee
Transition of Care	Once members are identified, outreach will be made within 10	

Ongoing Performance Guarantees	Measure Method	Liquidated Damages % Amount
	business days or the close of open enrollment. After open enrollment, AvMed guarantees outreach within 4 business days.	1% of annual Administrative Fee
Market reinsurance	Upon written request from Employer, AvMed will market reinsurance pursuant to the Agreement at no cost, and provide proposed carrier information, solicitation documentation, underwriting data, and proposals received within 30 calendar days from written request to Employer and Employer 's benefits consultant.	3% of annual Administrative Fee or Employer's actual cost paid to secure alternative reinsurance marketing services, whichever amount is less. This amount shall be credited to the second month's fees billed to Employer following the Plan's anniversary date.

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