

**AMENDMENT NO. 3**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**JOHNS EASTERN COMPANY**  
**TO**  
**PURCHASING CONTRACT PS-491**

**THIS AMENDMENT NO. 3** made and entered into as of the 8<sup>th</sup> day of March, **2023**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **JOHNS EASTERN COMPANY INC.**, (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated May 1, 2017, and as amended by Amendment No. 1 dated May 24, 2017, and Amendment No. 2 dated September 27, 2021, the Original Contractor agreed to provide the Aviation Authority with a third party administrator services at Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the Agreement provides the Authority sixty (60) months initial services and with the Authority having five (5) options to renew the term of the Agreement for periods of one (1) year;

**WHEREAS**, the Aviation Authority desires to exercise its second option to renew the term of the Contract for an additional period of one (1) year.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- 1. Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of **May 1, 2023 and expiring April 30, 2024.**
- 2. Compensation.** The Aviation Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on **Attachment "A-3", Second Renewal Option Pricing.** Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a

suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. **Public Entity Crimes Act.** The Contractor acknowledges the following notice: “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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

5. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 3, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this **Amendment No. 3** to be duly executed as of the date and year first above written.

**“AVIATION AUTHORITY”**

**GREATER ORLANDO AVIATION**

ATTEST:  
**AUTHORITY**

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

[Official Seal]

**“CONTRACTOR”**

**JOHNS EASTERN COMPANY INC.,**

ATTEST:

  
\_\_\_\_\_  
Secretary

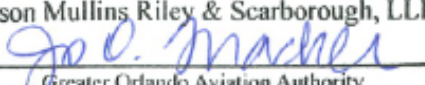
By:   
\_\_\_\_\_  
Its: Executive Vice President

\_\_\_\_\_  
Beverly Adkins, EVP  
Print or Type Name and Title

Date: 02/06/2023

[Corporate Seal]



Approved as to Form and Legality  
this 2 day of March, 20 23  
Nelson Mullins Riley & Scarborough, LLP  
By:   
Greater Orlando Aviation Authority

**Attachment "A-3"**

**Second Renewal Option Pricing - Board Approved Options Dollars - Feb 15,2017**

**Fixed Fee- (60) months and 5 Options Renewal- Total Approved \$308,240.00**

**PERIOD OF 5/1/2023 THRU 4/30/2024**

**EXHIBIT "B"**

**FEES:**

THIRD PARTY INSURANCE ADMINISTRATOR	Initial Term 60 Months <u>5/1/17 to 4/30/22</u>	Option Year 1 12 months <u>5/1/22 to 4/30/23</u>	<u>Option Year 2</u> 12 months <u>5/1/23 to 4/30/24</u>	Option Year 3 12 months <u>5/1/24 to 4/30/25</u>	Option Year 4 12 months <u>5/1/25 to 4/30/26</u>	Option Year 5 12 months <u>5/1/26 to 4/30/27</u>
<p>1. *Annual Fixed Fee for up to 65 claims per Initial Term and Option Years 1, 2, 3, 4 &amp; 5.</p> <p>*Excluding Report Notifications defined in 2. Workers Compensation Bill Reduction below.</p>	<p>\$ <u>29,900.00</u> per year</p> <p>(\$149,500.00 for 5 Years)</p>	<p>\$ <u>29,900.00</u></p>	<p>\$ <u>31,260.00</u></p>	<p>\$ <u>31,260.00</u></p>	<p>\$ <u>33,160.00</u></p>	<p>\$ <u>33,160.00</u></p>
<p>2. *Workers Compensation Bill Reduction Fixed Fee per invoice for the Initial Term and Option Years 1, 2, 3, 4 &amp; 5 for PPO utilization and bill reduction review to the schedule.</p> <p>% percentage charged for the difference between the fee schedule and the reduced bill.</p> <p>*Whichever is greater to apply</p>	<p>\$ <u>5.95</u>/Fixed Fee per Invoice Review per claim.</p> <p><u>30</u> (%) percentage charged for the difference between the fee schedule and the reduced bill.</p>	<p>\$ <u>6.15</u>/Fixed Fee per Invoice Review per claim</p> <p><u>30</u> (%) percentage charged for the difference between the fee schedule and the reduced bill.</p>	<p>\$ <u>6.15</u>/Fixed Fee per Invoice Review per claim.</p> <p><u>30</u> (%) percentage charged for the difference between the fee schedule and the reduced bill.</p>	<p>\$ <u>6.15</u>/Fixed Fee per Invoice Review per claim.</p> <p><u>30</u> (%) percentage charged for the difference between the fee schedule and the reduced bill.</p>	<p>\$ <u>6.15</u>/Fixed Fee per Invoice Review per claim.</p> <p><u>30</u> (%) percentage charged for the difference between the fee schedule and the reduced bill.</p>	<p>\$ <u>6.15</u>/Fixed Fee per Invoice Review per claim.</p> <p><u>30</u> (%) percentage charged for the difference between the fee schedule and the reduced bill.</p>

**Attachment "A-3"**

**Second Renewal Option Pricing - Board Approved Options Dollars - Feb 15,2017**

**Fixed Fee- (60) months and 5 Options Renewal- Total Approved \$308,240.00**

**PERIOD OF 5/1/2023 THRU 4/30/2024**

**AGREEMENT (Continued)**

<b>THIRD PARTY INSURANCE ADMINISTRATOR</b>	<b>Initial Term – 60Months 5/1/17 to 4/30/22</b>	<b>Option Year 1 12 months 5/1/22 to 4/30/23</b>	<b>Option Year 2 12 months 5/1/23 to 4/30/24</b>	<b>Option Year 3 12 months 5/1/24 to 4/30/25</b>	<b>Option Year 4 12 months 5/1/25 to 4/30/26</b>	<b>Option Year 5 12 months 5/1/26 to 4/30/27</b>
3. Additional Work:						
a. Fixed Fee per Claim that exceeds 65 claims provided for each year of the Initial Term and Option Years 1, 2, 3, 4 & 5.	\$ <u>475.00</u> per claim	\$ <u>490.00</u> per claim	\$ <u>490.00</u> per claim	\$ <u>490.00</u> per claim	\$ <u>490.00</u> per claim	\$ <u>490.00</u> per claim
b. Fee per each Workers Compensation Claim in which the TPA adjuster assigns medical case management with Authority's consent for the Initial Term and Option Years 1, 2, 3, 4 & 5.	\$ <u>685.00</u> each claim	\$ <u>705.00</u> each claim	\$ <u>705.00</u> each claim	\$ <u>705.00</u> each claim	\$ <u>705.00</u> each claim	\$ <u>705.00</u> each claim
c. Hourly Rate for Field Investigative Services_inclusive of all related travel, mileage, and administrative costs) provided for the Initial Term and Option Years 1, 2, 3, 4 & 5.	\$ <u>85.00</u> per hour	\$ <u>90.00</u> per hour	\$ <u>90.00</u> per hour	\$ <u>90.00</u> per hour	\$ <u>90.00</u> per hour	\$ <u>90.00</u> per hour
d. Photographic Service Cost per each photograph provided per claim during for the Initial Term and Option Years 1, 2, 3, 4 & 5.	\$ <u>1.00</u> each photo	\$ <u>1.00</u> each photo	\$ <u>1.00</u> each photo	\$ <u>1.00</u> each photo	\$ <u>1.00</u> each photo	\$ <u>1.00</u> each photo
3. Handling of property claims during a catastrophe will be billed based upon the schedule proposed above at the time of the catastrophe. Please see current property and CAT schedules attached to Proposal. The CAT schedule would be provided at the time of loss.						
5. Tail Claim Fees (if applicable) – Specify the cost associated in dealing with Tail Claims and specify if this is a one-time per claim charge or annual per claim charge: \$ <u>N/A</u> One-time or Annual (circle one)						