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AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

JOHNS EASTERN COMPANY

TO

PURCHASING AGREEMENT PS-491

THIS AMENDMENT NO. 2 made and entered into as of the 27th day of September, 2021, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and JOHNS EASTERN COMPANY (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated May 1, 2017, and amended as by Amendment No. 1 dated May 24, 2017, Consultant agreed to provide the Authority with third party administrator services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Agreement provides the Authority with 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; and

WHEREAS, Authority desires to exercise its Options Years 1-5 for periods of one (1) year to renew the term of the Agreement; and

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

1. **Renewal Term of the Contract.** The term of the Agreement shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of May 1, 2022 and expiring April 30, 2023.

2. **Compensation:** Authority shall pay to the Consultant during the renewal term of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the prices as shown on Attachment "A-2", Renewal Options Year 1 Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. **Suit/Proceedings.** The Consultant agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Consultant 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 Consultant 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. Whistle Blower Reporting Line. The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

6. Continuing Effect of Agreement Provisions. Except as amended by this Amendment No. 2, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

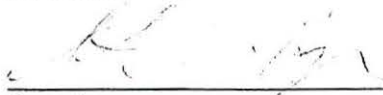
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary

[Official Seal]

ATTEST:

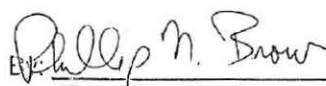

Secretary

[CORPORATE SEAL]



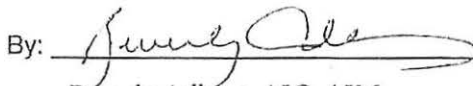
“AUTHORITY”

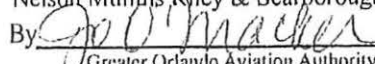
GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown
Chief Executive Officer
Sep 27 2021 11:10 AM

Executive Director DocuSign

“CONSULTANT”

JOHNS EASTERN COMPANY

By: 
Its: Beverly Adkins, AIC, AIM
Executive Vice President
Print or Type Name and Title

Approved as to Form and Legality
this 22 day of September 2021
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT A-2

FEE FORM

The Fixed Annual Fee for services as described in Section 2 of the General Requirements, Pages GR-3 through GR-9) of this Agreement, including but not limited to labor, travel, materials and overhead cost for providing Third Party Administrator services. Out-of-pocket expenses incurred by Proposer will not be separately reimbursed. Fees will be invoiced on a monthly basis. The Authority shall be required to pay fees in accordance with this Section only to the extent that the services associated with such fees are requested by the Authority and are performed to the Authority's satisfaction. Compensation for the renewal option period will be determined at the time of the renewal and shall be acceptable to both parties.

OPTION 1: Current staffing to include designated senior workers' compensation adjuster and liability manager handling all claims.

THIRD PARTY INSURANCE ADMINISTRATOR	OPTION YEAR 1 12-MONTHS (5/1/2022 THRU 4/30/2023)
1. *Annual <u>Fixed Fee</u> for up to 65 claims per Option Years 1, 2, 3, 4 & 5. *Excluding Report Notifications defined in 2. Workers Compensation Bill Reduction below.	\$29,900.00
2. * <u>Workers Compensation Bill Reduction</u> Fixed Fee per invoice for the Option Years 1, 2, 3, 4 & 5 for PPO utilization and bill reduction review to the schedule.	\$6.15/Fixed Fee per Invoice Review per claim and the reduced bill.
THIRD PARTY INSURANCE ADMINISTRATOR	OPTION YEAR 1 12-MONTHS (5/1/2022 THRU 4/30/2023)
3. % percentage charged for the difference between the fee schedule and the reduced bill. *Whichever is greater to apply	<u>30</u> (%) percentage charged for the difference between the fee schedule and the reduced bill.
a. Fixed Fee per Claim that exceeds 65 claims provided for each year of the Option Years 1, 2, 3, 4 & 5.	\$490/ per claim
b. Fee per each Workers Compensation Claim in which the TPA adjuster assigns medical case management with Authority's consent for Option Years 1, 2, 3, 4 & 5.	\$705 each claim
c. Hourly Rate for Field Investigative Services (inclusive of all related travel, mileage, and administrative costs) provided for the Option Years 1, 2, 3, 4 & 5.	\$85.00/per hour

THIRD PARTY INSURANCE ADMINISTRATOR	OPTION YEAR 1 12-MONTHS (5/1/2022 THRU 4/30/2023)
d. Photographic Service Cost per each photograph provided per claim during for the Option Years 1, 2, 3, 4 & 5.	\$1.00/each photo
e. Administration of claims for customer related delays as authorized by the Executive Director of the Authority. Inclusive of all related travel, mileage and administrative costs. Other costs, including pictures will be billed in accordance with the fee schedule as described in Section 1.2, Administration Services of the Scope of Services.	\$85.00/ per hour

NOTE: Please see current property and CAT schedules attached. The CAT schedule would be provided at the time of loss.