

# City of Opa-locka

*Commission Chamber  
215 Perviz Avenue  
Opa-locka, FL 33054*



## **SPECIAL COMMISSION MEETING Agenda**

**Monday, August 22, 2022  
6:15 PM**

### **City Commission**

**Mayor Veronica J. Williams  
Vice Mayor John H. Taylor Jr.  
Commissioner Sherelean Bass  
Commissioner Chris Davis  
Commissioner Audrey Dominguez**

### **Appointed Officials**

**Interim City Manager Darvin Williams  
City Attorney Burnadette Norris-Weeks  
City Clerk Joanna Flores, CMC**

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

### **DECORUM POLICY**

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

### **NOTICE TO ALL LOBBYISTS**

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

### **FLORIDA STATUTES, CHAPTER 285.0105**

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

### **PROCEDURES FOR PUBLIC PARTICIPATION**

#### **How to watch the meeting**

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

**To participate virtually**, please register by the meeting start time via the City of Opa-locka website at [www.opalockafl.gov](http://www.opalockafl.gov).



# **CITY OF OPA-LOCKA**

**“The Great City”**

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## **AGENDA**

### **SPECIAL COMMISSION MEETING**

**August 22, 2022**

**6:15 PM**

**1. CALL TO ORDER:**

**2. ROLL CALL:**

**3. INVOCATION:**

**4. PLEDGE OF ALLEGIANCE:**

**5. PUBLIC INPUT:**  
(agenda items only)

**6. RESOLUTIONS:**

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES PURSUANT TO RFP NO. 22-0614100 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) PER FISCAL YEAR; PROVIDING FOR INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR RESTORATION OF THE CITY’S HISTORIC FIRE STATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EAC CONSULTING, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE PROVISION OF A SANITARY SEWER EVALUATION SURVEY ( PHASE I) FOR LIFT STATIONS 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15, AND 16, PURSUANT TO RFQ NO. 20-0324200; PROVIDING**

**FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO RENEWAL INSURANCE CONTRACTS WITH AVMED, INC. AND METLIFE FOR MEDICAL, DENTAL, AND VISION INSURANCE FOR CITY EMPLOYEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

**7. FIRST READING ORDINANCE / PUBLIC HEARING:**

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

**8. DISCUSSION ITEM:**

1. **UPDATE ON UNION NEGOTIATIONS BETWEEN THE CITY OF OPA-LOCKA AND DADE COUNTY POLICE BENEVOLENT ASSOCIATION ("PBA") AKA SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION.**

**9. ADJOURNMENT:**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email [jflores@opalockafl.gov](mailto:jflores@opalockafl.gov).

**RESOLUTION NO. 22-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES PURSUANT TO RFP NO. 22-0614100 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) PER FISCAL YEAR; PROVIDING FOR INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on May 11, 2022, the City of Opa-Locka published Request for Proposals (RFP) 22-0614100 for Public Relations and Marketing Services; and

**WHEREAS**, seven (7) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on June 14, 2022; and

**WHEREAS**, the Evaluation Committee reviewed the proposals and subsequently selected Cunningham Communications Consulting Company d/b/a The Brand Advocates, Incorporated (Proposer) as the most responsive responsible bidder; and

**WHEREAS**, The Brand Advocates, Incorporated proposed One Hundred Five Thousand Dollars (\$105,000.00) per year; and

**WHEREAS**, the City Commission finds that acceptance of The Brand Advocates, Incorporated's proposal for Public Relations and Marketing Services and entering into an agreement, attached hereto as "Exhibit "A", for same, is in the best interest of the City of Opa-Locka and its residents.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:**

**SECTION 1.** The recitals to the preamble herein are incorporated by reference.

**SECTION 2. AUTHORIZATION**

The City Commission of the City of Opa-Locka, FL hereby accepts the proposal of Cunningham Communications Consulting Company d/b/a The Brand Advocates, Incorporated pursuant to Request for Proposal (RFP) 22-0614100, to provide Public Relations and Marketing Services, in an amount not to exceed One Hundred Five Thousand Dollars (\$105,000) per fiscal year.

**SECTION 3.    SCRIVENER'S ERRORS**

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

**SECTION 4.    EFFECTIVE DATE**

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Veronica J. Williams, Mayor

**ATTEST:**

\_\_\_\_\_  
Joanna Flores, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Resolution No. 22-

|                        |             |            |
|------------------------|-------------|------------|
| Commissioner Bass      | _____ (Yes) | _____ (No) |
| Commissioner Davis     | _____ (Yes) | _____ (No) |
| Commissioner Dominguez | _____ (Yes) | _____ (No) |
| Vice-Mayor Taylor      | _____ (Yes) | _____ (No) |
| Mayor Williams         | _____ (Yes) | _____ (No) |



## City of Opa-locka Agenda Cover Memo

|                                                            |                                                                       |    |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |           |                         |       |
|------------------------------------------------------------|-----------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------|-------------------------|-------|
| <b>Department Director:</b>                                |                                                                       |    | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                                          |                                                                                                              |           |                         |       |
| <b>City Manager:</b>                                       | Darvin Williams                                                       |    | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                           |                                                                                                              |           |                         |       |
| <b>Commission Meeting Date:</b><br><i>(Enter X in box)</i> | 08.22.2022                                                            |    | <b>Item Type:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                   | Resolution                                                                                                   | Ordinance |                         | Other |
|                                                            |                                                                       |    |                                                                                                                                                                                                                                                                                                                                                | X                                                                                                            |           |                         |       |
| <b>Fiscal Impact:</b><br><i>(Enter X in box)</i>           | Yes                                                                   | No | <b>Ordinance Reading:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                           | 1 <sup>st</sup> Reading                                                                                      |           | 2 <sup>nd</sup> Reading |       |
|                                                            | X                                                                     |    |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |           |                         |       |
|                                                            |                                                                       |    |                                                                                                                                                                                                                                                                                                                                                | <b>Public Hearing:</b><br><i>(Enter X in box)</i>                                                            | Yes       | No                      | Yes   |
|                                                            |                                                                       |    |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              | X         |                         | X     |
| <b>Funding Source:</b><br><br><i>Account# :</i>            | <i>(Enter Fund &amp; Dept)</i><br>Ex:<br>See Financial Impact Section |    | <b>Advertising Requirement:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                     | Yes                                                                                                          |           | No                      |       |
|                                                            |                                                                       |    |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |           |                         | X     |
| <b>Contract/P.O. Required:</b><br><i>(Enter X in box)</i>  | Yes                                                                   | No | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                           |                                                                                                              |           |                         |       |
|                                                            | X                                                                     |    |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |           |                         |       |
| <b>Strategic Plan Related</b><br><i>(Enter X in box)</i>   | Yes                                                                   | No | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><i>(list the specific objective/strategy this item will address)</i> |           |                         |       |
|                                                            | X                                                                     |    |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |           |                         |       |
| <b>Sponsor Name</b>                                        | City Manager                                                          |    | <b>Department:</b>                                                                                                                                                                                                                                                                                                                             | City Manager                                                                                                 |           |                         |       |

### Short Title:

A resolution authorizing the City Manager to accept the proposal of The Brand Advocates, Inc. for Public Relations and Marketing Consultant Services pursuant to RFP No. 22-0614100 and further authorizing the City Manager to enter into an agreement with The Brand Advocates, Inc.

### Staff Summary:

Request for Proposals (RFP) 22-0614100 was published on May 11, 2022 for Public Relations and Marketing Consultant Services.

Seven (7) companies submitted proposals/documents which were certified by the City Clerk on June 14, 2022.

The Evaluation Committee reviewed the proposals and subsequently selected The Brand Advocates, Inc. as the most responsive responsible bidder.

The proposals are listed in order from highest to lowest ranking based on Evaluation Committee scoring.

(1st)

The Brand Advocates was ranked first. The company is an independent public communications firm and full-service creative agency. Since 1998, they have offered award-winning communication services to several government entities as listed in the RFP document. They committed to provide the subject matter expertise across all scope areas for the City of Opa-locka if selected. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(2nd)

Roar Media was ranked second. The company is a strategic marketing-communication consultancy that integrates a full spectrum of services to help institutional, private, and public clients achieve their goals. Since 2008, the company has grown steadily to 50 team members based on their outstanding client service and reputation for delivering innovative, practical, and impactful branding and medial solutions. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(3rd)

My PR Guru LLC / My Gov Guru was ranked third. The company consider themselves to be one of the leading South Florida municipal government marketing and communications firm. The have served other government entities as listed in the RFP document. Since 2016, they have provided stellar service to their clients. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(4th)

SA Nelson & Associates was ranked fourth. The company is filled with innovators who focus on building brands and businesses. The team is proud to work with municipal clients no matter the size. Their goal is setting a new standard for the marketing of municipalities in Florida. Since 2014, the company has provided grant management services to the Gulf Consortium, the organization of the 23 Gulf Coast counties charges with implementing \$293 Million Dollars in funding from the Deepwater Horizon Settlement. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(5th)

Freeze Frame Marketing & Media, Inc. was ranked fifth. The company is committed to provide the most efficient service to its clients. They are known for exploring options for partnership, both in the public and private sectors to create events and the inclusion in major political and charitable events throughout South

Florida. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(6th)

Fox Productions, LLC was ranked six. The company have assembled a team that includes veterans with both public relations and marketing experience. With a team of over talented marketing, advertising, and creative resources, they are available to meet the City's needs. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. It was listed that a monthly retainer will be agreed upon and the hourly services will be billed at a rate of \$300 per hour.

(7th)

ESP Media Production Company was ranked seven. The company is uniquely positioned to carry out the scope of services requested by the City with the experience and expertise of their staff. The company is one of the fastest growing minority owned marketing firms in the state. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. An hourly rate was listed for staffing to include Senior Staff at \$125 per hour, Professional Staff at \$75 per hour, Clerical Staff at \$50 per hour, and All-Inclusive Hourly Fee of \$250 per hour.

**Financial Impact:** Although the selection was based in part on the proposed hourly rates provided by each of the bidders, The Brand Advocates estimated that their fees would be \$105,000 per year, although this will vary depending on the number of projects assigned to them. If it appears that this amount will be exceeded during the course of FY 23, staff will return to the City Commission with a recommendation to adjust this amount as appropriate. Charges incurred for the remainder of this fiscal year will be charged to Non-Department Account 19-519312, Other Professional Services, which has \$202,157 available.

### **Proposed Action:**

Staff recommends the City Commission approve the recommendation for The Brand Advocates, Inc. based on the Selection Committee review, scoring and ranking, and authorize the City Manager to enter into an agreement with said company. As part of the budget process, it will be recommended that this service be budgeted for \$105,000 for Fiscal Year 2023. If it appears that this amount will be exceeded as the result of the number of projects assigned to this firm, staff will return to the City Commission with a recommendation as to an appropriate adjustment to fund additional projects.

### **Attachment:**

RFP No. 22-0614100

Bid Certification

Committee Evaluation Forms

Bid Proposals





**Office of the City Manager  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, FL 33054**

**Darvin Williams, JD, MBA, MPH**  
Interim City Manager

**Telephone** (305) 953-2821  
**Email:** [dwilliams@opalockafl.gov](mailto:dwilliams@opalockafl.gov)

**To:** Mayor Veronica Williams  
Vice Mayor John H. Taylor, Jr.  
Commissioner Sherelean Bass  
Commissioner Chris Davis  
Commissioner Audrey Dominguez

**From:** Darvin Williams, Interim City Manager

**Date:** June 30, 2022

**Re:** Resolution: Committee Selection for Public Relations and Marketing Consultant

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**Request:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF THE BRAND ADVOCATES INCORPORATED PURSUANT TO RFP NO. 22-0614100; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE RESPONSIBLE BIDDER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

**Description:** Public Relations and Marketing Consultant Services.

**Analysis:** Bid proposals were certified by the City Clerk on June 14, 2022. The City Clerk's Office opened sealed proposals and certified the bids under the provisions of Sec. 2-320.1 of the City's Code of Ordinance. The following seven (7) companies submitted proposals/documents:

|                                      |
|--------------------------------------|
| Fox Productions, LLC                 |
| Roar Media                           |
| Freeze Frame Marketing & Media, Inc. |
| ESP Media Production Company         |
| The Brand Advocates Incorporated     |
| SA Nelson & Associates               |
| My PR Guru LLC / My Gov Guru         |

The evaluation committee met on June 17, 2022 to review proposals. Members of the evaluation committee included:

|                                                                               |
|-------------------------------------------------------------------------------|
| Sandra Bridgeman, Acting Assistant Finance Director - Consultant TriMerge CPA |
| Lubotes Dauphin, Interim Information Technology Director - City of Opa-locka  |
| Adelina Gross, CIP Manager - City of Opa-locka                                |
| Kierra Ward, Human Resources Director - City of Opa-locka                     |
| Christopher Wills, Deputy City Clerk - City of Opa-locka                      |

Each committee member's review evaluation and scoring of proposals were based on the following criterion and weight system:

| Criterion                     | Weight |
|-------------------------------|--------|
| Experience and Qualifications | 25%    |
| References                    | 10%    |
| Resources and approach        | 30%    |
| Price Proposal                | 35%    |

Below you will find the selection committee evaluations that include scoring of the seven (7) proposals. The proposals are listed in order from highest to lowest in ranking:

#### ***The Brand Advocates Incorporated***

***(1<sup>st</sup>)***

| Name              | Rating      |
|-------------------|-------------|
| Sandra Bridgeman  | 4.90        |
| Lubotes Dauphin   | 5.00        |
| Adelina Gross     | 3.00        |
| Kierra Ward       | 3.95        |
| Christopher Wills | 4.40        |
| <b>TOTAL</b>      | <b>4.25</b> |

The Brand Advocates was ranked first. The company is an independent public communications firm and full-service creative agency. Since 1998, they have offered award-winning communication services to several government entities as listed in the RFP document. They committed to provide the subject matter expertise across all scope areas for the City of Opa-locka if selected. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

#### ***Roar Media***

***(2<sup>nd</sup>)***

| Name              | Rating      |
|-------------------|-------------|
| Sandra Bridgeman  | 4.05        |
| Lubotes Dauphin   | 5.00        |
| Adelina Gross     | 3.65        |
| Kierra Ward       | 2.90        |
| Christopher Wills | 5.00        |
| <b>TOTAL</b>      | <b>4.12</b> |

Roar Media was ranked second. The company is a strategic marketing-communication consultancy that integrates a full spectrum of services to help institutional, private, and public clients achieve their goals. Since 2008, the company has grown steadily to 50 team members based on their outstanding client service and reputation for delivering innovative, practical, and impactful branding and medial solutions. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

#### ***My PR Guru LLC / My Gov Guru***

***(3<sup>rd</sup>)***

| Name              | Rating      |
|-------------------|-------------|
| Sandra Bridgeman  | 5.00        |
| Lubotes Dauphin   | 5.00        |
| Adelina Gross     | 5.00        |
| Kierra Ward       | 3.65        |
| Christopher Wills | 1.85        |
| <b>TOTAL</b>      | <b>4.10</b> |

My PR Guru LLC / My Gov Guru was ranked third. The company consider themselves to be one of the leading South Florida municipal government marketing and communications firm. The have served other government entities as listed in the RFP document. Since 2016, they have provided stellar service to their clients. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

#### ***SA Nelson & Associates***

***(4<sup>th</sup>)***

| Name              | Rating      |
|-------------------|-------------|
| Sandra Bridgeman  | 4.90        |
| Lubotes Dauphin   | 4.10        |
| Adelina Gross     | 2.35        |
| Kierra Ward       | 3.60        |
| Christopher Wills | 4.30        |
| <b>TOTAL</b>      | <b>3.85</b> |

SA Nelson & Associates was ranked fourth. The company is filled with innovators who focus on building brands and businesses. The team is proud to work with municipal clients no matter the size. Their goal is setting a new standard for the marketing of municipalities in Florida. Since 2014, the company has provided grant management services to the Gulf Consortium, the organization of the 23 Gulf Coast counties charges with implementing \$293 Million Dollars in funding from the Deepwater Horizon Settlement. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

**Freeze Frame Marketing & Media, Inc.****(5<sup>th</sup>)**

| Name              | Rating      |
|-------------------|-------------|
| Sandra Bridgeman  | 4.00        |
| Lubotes Dauphin   | 3.00        |
| Adelina Gross     | 2.65        |
| Kierra Ward       | 2.75        |
| Christopher Wills | 4.10        |
| <b>TOTAL</b>      | <b>3.03</b> |

Freeze Frame Marketing & Media, Inc. was ranked fifth. The company is committed to provide the most efficient service to its clients. They are known for exploring options for partnership, both in the public and private sectors to create events and the inclusion in major political and charitable events throughout South Florida. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

**Fox Productions, LLC****(6<sup>th</sup>)**

| Name              | Rating      |
|-------------------|-------------|
| Sandra Bridgeman  | 1.55        |
| Lubotes Dauphin   | 1.30        |
| Adelina Gross     | 2.55        |
| Kierra Ward       | 1.90        |
| Christopher Wills | 2.30        |
| <b>TOTAL</b>      | <b>1.92</b> |

Fox Productions, LLC was ranked six. The company have assembled a team that includes veterans with both public relations and marketing experience. With a team of over talented marketing, advertising, and creative resources, they are available to meet the City's needs. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. It was listed that a monthly retainer will be agreed upon and the hourly services will be billed at a rate of \$300 per hour.

**ESP Media Production Company****(7<sup>th</sup>)**

| Name              | Rating      |
|-------------------|-------------|
| Sandra Bridgeman  | 3.05        |
| Lubotes Dauphin   | 1.25        |
| Adelina Gross     | 1.70        |
| Kierra Ward       | 3.05        |
| Christopher Wills | 0.00        |
| <b>TOTAL</b>      | <b>1.81</b> |

ESP Media Production Company was ranked seven. The company is uniquely positioned to carry out the scope of services requested by the City with the experience and expertise of their staff. The company is one of the fastest growing minority owned marketing firms in the state. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. An hourly rate was listed for staffing to include Senior Staff at \$125 per hour, Professional Staff at \$75 per hour, Clerical Staff at \$50 per hour, and All-Inclusive Hourly Fee of \$250 per hour.

**Recommendation(s):**

Staff recommends the City Commission approve the recommendation for The Brand Advocates Incorporated based on the Selection Committee review, scoring and ranking, and authorize the City Manager to enter into an agreement with said company.

**Attachments:**

Request for Proposals (RFP) #22-0614100  
Bid Certification  
Committee Evaluation Forms  
Bid Proposals

\*\*\* END OF MEMORANDUM\*\*\*

## AGREEMENT FOR PUBLIC RELATIONS AND MARKETING FIRM

THIS IS AN AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between:

THE CITY OF OPA-LOCKA, a Florida municipal corporation,  
hereinafter "CITY"

and

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY  
d/b/a THE BRAND ADVOCATES, INCORPORATED  
a Florida Corporation,  
hereinafter "CONTRACTOR."

### WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

### ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled, Public Relations and Marketing Consulting Services.

1.2 CITY finds it necessary to seek a professional, full service Public Relations and Marketing firm to provide a comprehensive and innovative plan to keep the Community informed for CITY residents.

1.3 CITY issued RFP 22-0614100 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of July 13, 2022, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Public Relations and Marketing firm ("Plan").

1.4 Contractor's firm will be responsible for creating a unique, memorable identity for the City of Opa-locka, collecting and analyzing data to develop a clear set of goals, policies and standards for CITY's public image, developing a comprehensive public relations plan, advising on media and public relations strategies in multi-disciplinary efforts to address possible changes to the CITY's physical and social fabric. CONTRACTOR's project team agrees to demonstrate the necessary experience, skills, and understanding to develop a Public Relations and Marketing services for the City.

## ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-0614100, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-0614100 and response to applicable RFP.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

## ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

## ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-0614100. The payment for services pursuant to this Agreement shall not exceed One Hundred Five Thousand Dollars (\$105,000.00) per fiscal year.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.

- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

#### ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-Locka their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

## ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

## ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## ARTICLE 9 CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

## ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT  
ESTIMATED PROJECT COMPLETION DATE



10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one (1) fiscal year with a two (1) year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-Locka City Commission, and availability of annual appropriation

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

## ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-0614100, Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

## ARTICLE 13 MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will

be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service with verified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Darwin Williams, Interim City Manager  
City of Opa-locka Municipal Complex  
780 Fisherman Street, Fourth Floor Opa-  
Locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney  
Burnadette Norris-Weeks, P.A.  
401 North Avenue of the Arts  
Fort Lauderdale, Florida 33311

Contractor: Courtney Cunningham, President  
1951 NW 7<sup>th</sup> Avenue, Suite 300  
Miami, FL 33136

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

City of Opa-Locka

ATTEST:

\_\_\_\_\_  
Joanna Flores  
City Clerk

BY:

\_\_\_\_\_  
Darvin Williams  
Interim City Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

\_\_\_\_\_

BY: \_\_\_\_\_  
Courtney Cunningham,  
President

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA            )  
                                          )       SS:  
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of \_\_\_\_\_, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"  
RFQ 2022-0614100 ("RFP"),

## City of Opa-locka



**RFP NO: 22-0614100**

REQUEST FOR PROPOSAL (RFP)

PUBLIC RELATIONS AND MARKETING CONSULTANT



CITY OF OPA-LOCKA  
PUBLIC RELATIONS AND MARKETING CONSULTANT

RFP NO. 22-0614100

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CITY OF OPA-LOCKA  
REQUEST FOR PROPOSALS  
RFP NO: 22-0614100  
**Public Relations and Marketing Consultant**

Sealed Proposals for Public Relations and Marketing Consulting Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4<sup>th</sup> Floor, Opa-locka, Florida 33054, **Tuesday, June 14, 2022 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Public Relations and Marketing Consultant**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at [www.opalockafl.gov](http://www.opalockafl.gov) or [www.demandstar.com](http://www.demandstar.com).

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 22-0614100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4<sup>th</sup> Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

Join Zoom Meeting

<https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2d0ZnBTenB4Z2lHZz09>

Meeting ID: 463 801 3145

Passcode: 780334

One tap mobile

+13126266799,,4638013145#,,,,\*780334# US (Chicago)

+16465588656,,4638013145#,,,,\*780334# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Find your local number: <https://us02web.zoom.us/j/k1HRpbFTd>

City Clerk  
Joanna Flores, CMC





## CITY OF OPA-LOCKA

RFP NO. 22-0614100

### PUBLIC RELATIONS AND MARKETING CONSULTANT

#### PART I

#### PROPOSAL GUIDELINES

**1-1. Introduction:** The City of Opa-locka is requesting proposals from qualified professional consultants to provide Public Relations and Marketing consulting services on an as-needed and on-going basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats.

**1-2. Proposal Submission and Withdrawal:** The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The City must receive all proposals by 1:00 pm on Tuesday, June 14, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-0614100 – Public Relations and Marketing Consultant**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4<sup>th</sup> Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

**1-3. Number of Copies:** Proposers shall submit an **original and five (5) copies (a total of 6) plus one copy on USB Flash Drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4. Development Costs:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers

should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**1-5. Inquiries:** The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

**1-6. Addenda:** The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may distribute written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

**1-7. Contract Awards:** The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

**1-8. Contractual Agreement:** This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

**1-9. Selection Process:** The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

**1-10. Public Records:** Upon award recommendation or ten (10) days after opening, whichever

occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

**1-11. News Releases:** The Proposer shall obtain the prior approval of the City Manager’s Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

**1-12. Insurance:** The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

**1-13. Licenses:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

**1-14. Public Entity Crimes:** Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

**1-15. Code Of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be

disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

**1-16. Drug-Free Workplace:** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-17. Permits and Taxes:** The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**1-18. Protests:** Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

**1-19. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

## **PART II**

### **NATURE OF SERVICES REQUIRED**

#### **2-1 PURPOSE AND SCOPE OF WORK**

The City of Opa-locka seeks a professional, full-service Public Relations & Marketing firm that will provide a comprehensive and innovative plan that will:

- Increase awareness of the City's mission and goals to all stakeholders within the community,
- Inform the community about the City's plans and ongoing projects,
- Garner public and community support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to any potential issue that may affect the City of Opa-locka.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services, including, but not limited to: crisis management, brand/identity creation, message development and delivery, event planning, execution and communication, design, costing, placement, and prioritizing multi-phased communication campaigns. Qualified firms must also demonstrate competence in graphic and oral communication to large diverse groups and expertise in facilitating consensus from multiple public and private interests. Of particular importance is the ability to develop a branding/PR Campaign to increase positive perceptions of the City of Opa-locka.

Specific tasks may include the following:

- Creating a unique, memorable identity for the City of Opa-locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tag line/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka
- Create/Design flyers for City events and functions
- Assist City with planning major events

#### **2-2 PROPOSER QUALIFICATIONS**

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in providing public relations and marketing services; established reputation in the public relations and marketing community, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing public relations and marketing services to governmental agencies as well as private firms (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address.

Please ensure that contact information is current.)

- Project Manager shall have a minimum of five (5) year experience in public relations and marketing services.

## **2-3 TERM OF CONTRACT**

The term of the contract is anticipated to be one (1) fiscal year with a two (1) year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

**PART III**  
**I**  
**PROPOSAL REQUIREMENTS**

**3-1 RULES FOR PROPOSALS**

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

**3-2 SUBMISSION OF PROPOSALS**

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

### 3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

### 3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6.3 Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

3.2.6.4 Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the Program.

### 3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

### 3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, hourly fee. Provide a detailed price breakdown including fees itemized for the following staff: a. Senior Staff; b. Professional staff; c. Clerical Staff.

### 3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided marketing and public relations consulting services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

### 3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.**



## PART IV

### EVALUATION OF PROPOSALS

#### 4-1 SELECTION COMMITTEE

A Selection Committee will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

#### 4-2 EVALUATION CRITERIA

| Category                                                                                                                                                                                                                                                                                                      | Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Experience and Qualifications of professional personnel assigned to project</b><br>1. Number of years providing Public Relations and Marketing services<br>2. Qualifications and experience of assigned staff<br>3. Licensing<br>4. Adherence to requirements, forms and qualifications listed in this RFP | 25     |
| <b>References</b><br>1. Performance of similar projects for governmental clients including at least three references                                                                                                                                                                                          | 10     |
| <b>Resources and approach</b><br>1. Adequate resources (financial, equipment, facilities)<br>2. Capability to undertake the required performance period<br>3. Proposed plan and approach to fulfilling scope                                                                                                  | 30     |
| <b>Price Proposal</b><br>1. Cost of proposed services<br>2. Value of added services                                                                                                                                                                                                                           | 35     |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                  | 100    |

#### 4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

#### **4-4 FINAL SELECTION**

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

#### **4-5 AWARD AND CONTRACT EXECUTION**

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



**PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES**

**PROPOSER QUALIFICATIONS**

The Proposer, as a result of this proposal, **MUST** hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information **MUST** be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:

Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. **Name and Title of Principal Officers**

**Date Elected:**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

6. The length of time in business: \_\_\_\_\_ years

7. The length of time (continuous) in business as a service organization in Florida:  
\_\_\_\_\_ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

**Note:** Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



**RFP NO: 22-0614100**

**PRICE PROPOSAL FORM  
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES**

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below. Please note payments will be made on a monthly basis based on progress payments.

The City may award multiple firms as available, by description or task, or in its entirety, as deemed in the best interest of the City.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

| ITEM            | DESCRIPTION OF TASK                        | HOURLY RATE: | YEAR 1 | YEAR 2 | YEAR 3 |
|-----------------|--------------------------------------------|--------------|--------|--------|--------|
| 1.              | Marketing and Branding Plan                | \$           | \$     | \$     | \$     |
| 2.              | Public Relations                           | \$           | \$     | \$     | \$     |
| 3.              | Press releases generation and distribution | \$           | \$     | \$     | \$     |
| 4.              | Social media account and management        | \$           | \$     | \$     | \$     |
| 5.              | Email newsletter                           | \$           | \$     | \$     | \$     |
| 6.              | Email blasts                               | \$           | \$     | \$     | \$     |
| 7.              | Blogs                                      | \$           | \$     | \$     | \$     |
| 8.              | Websites                                   | \$           | \$     | \$     | \$     |
| 9.              | Specialized marketing                      | \$           | \$     | \$     | \$     |
| 10.             | Promotional services                       | \$           | \$     | \$     | \$     |
| 11.             | Crisis management                          | \$           | \$     | \$     | \$     |
| 12.             | Consultation services                      | \$           | \$     | \$     | \$     |
| 13.             | Photography                                | \$           | \$     | \$     | \$     |
| 14.             | Videography                                | \$           | \$     | \$     | \$     |
| TOTAL PER YEAR: |                                            |              | \$     | \$     | \$     |

ADDITIONAL SERVICES:

PLEASE DESCRIBE BELOW IN ROWS 1-4:

| ITEM | DESCRIPTION OF TASK | HOURLY RATE: | YEAR 1 | YEAR 2 | YEAR 3 |
|------|---------------------|--------------|--------|--------|--------|
| 1.   |                     | \$           | \$     | \$     | \$     |
| 2.   |                     | \$           | \$     | \$     | \$     |
| 3.   |                     | \$           | \$     | \$     | \$     |
| 4.   |                     | \$           | \$     | \$     | \$     |

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

BID SUBMITTED BY:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Person Authorized to Submit  
Bid

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Title



## **CITY OF OPA-LOCKA**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY**

**1.** The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

**A.** Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

**B.** Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

**C.** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

**2.** The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

**A.** "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

**B.** The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**C.** A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

**D.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**E.** The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_



**CITY OF OPA-LOCKA  
RFP NO. 22-0614100**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by \_\_\_\_\_ the  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature





**CITY OF OPA-LOCKA  
NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
\_\_\_\_\_ the PROPOSER that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title



## NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Florida          County of \_\_\_\_\_

The foregoing instrument was acknowledged before me via    ph ☐ ical presence OR    onlin ☐  
notarizations this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



## E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.*



## **E-VERIFY FORM**

### Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# EVALUATION MATRIX

## RFP No. 22-0614100 Public Relations and Marketing Consultant

**Firm Name:** Fox Productions, LLC

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 2                | 0.50        | 2               | 0.50        | 3             | 0.75        | 3           | 0.75        | 3                 | 0.75        |
| References                   | 10%         | 1                | 0.10        | 2               | 0.20        | 2             | 0.20        | 2           | 0.20        | 3                 | 0.30        |
| Resources and approach       | 30%         | 2                | 0.60        | 2               | 0.60        | 3             | 0.90        | 2           | 0.60        | 3                 | 0.90        |
| Price Proposal               | 35%         | 1                | 0.35        | 0               | 0.00        | 2             | 0.70        | 1           | 0.35        | 1                 | 0.35        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>1.55</b> |                 | <b>1.30</b> |               | <b>2.55</b> |             | <b>1.90</b> |                   | <b>2.30</b> |

**Firm Name:** Roar Media

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 5               | 1.25        | 3             | 0.75        | 3           | 0.75        | 5                 | 1.25        |
| Price Proposal               | 35%         | 4                | 1.40        | 5               | 1.75        | 4             | 1.40        | 3           | 1.05        | 5                 | 1.75        |
| Resources and approach       | 30%         | 4                | 1.20        | 5               | 1.50        | 4             | 1.20        | 3           | 0.90        | 5                 | 1.50        |
| References                   | 10%         | 2                | 0.20        | 5               | 0.50        | 3             | 0.30        | 2           | 0.20        | 5                 | 0.50        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.05</b> |                 | <b>5.00</b> |               | <b>3.65</b> |             | <b>2.90</b> |                   | <b>5.00</b> |

**Firm Name:** Freeze Frame Marketing & Media, Inc.

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 4                | 1.00        | 3               | 0.75        | 3             | 0.75        | 4           | 1.00        | 4                 | 1.00        |
| Price Proposal               | 35%         | 4                | 1.40        | 3               | 1.05        | 2             | 0.70        | 3           | 1.05        | 4                 | 1.40        |
| Resources and approach       | 30%         | 4                | 1.20        | 3               | 0.90        | 3             | 0.90        | 2           | 0.60        | 4                 | 1.20        |
| References                   | 10%         | 4                | 0.40        | 3               | 0.30        | 3             | 0.30        | 1           | 0.10        | 5                 | 0.50        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.00</b> |                 | <b>3.00</b> |               | <b>2.65</b> |             | <b>2.75</b> |                   | <b>4.10</b> |

# EVALUATION MATRIX

## RFP No. 22-0614100 Public Relations and Marketing Consultant

**Firm Name:** ESP Media Production Company

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 4                | 1.00        | 1               | 0.25        | 2             | 0.50        | 4           | 1.00        | 0                 | 0.00        |
| Price Proposal               | 35%         | 3                | 1.05        | 2               | 0.70        | 2             | 0.70        | 3           | 1.05        | 0                 | 0.00        |
| Resources and approach       | 30%         | 2                | 0.60        | 1               | 0.30        | 1             | 0.30        | 3           | 0.90        | 0                 | 0.00        |
| References                   | 10%         | 4                | 0.40        | 0               | 0.00        | 2             | 0.20        | 1           | 0.10        | 0                 | 0.00        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>3.05</b> |                 | <b>1.25</b> |               | <b>1.70</b> |             | <b>3.05</b> |                   | <b>0.00</b> |

**Firm Name:** The Brand Advocates Incorporated

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 5               | 1.25        | 3             | 0.75        | 4           | 1.00        | 5                 | 1.25        |
| Price Proposal               | 35%         | 5                | 1.75        | 5               | 1.75        | 3             | 1.05        | 3           | 1.05        | 5                 | 1.75        |
| Resources and approach       | 30%         | 5                | 1.50        | 5               | 1.50        | 3             | 0.90        | 5           | 1.50        | 3                 | 0.90        |
| References                   | 10%         | 4                | 0.40        | 5               | 0.50        | 3             | 0.30        | 4           | 0.40        | 5                 | 0.50        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.90</b> |                 | <b>5.00</b> |               | <b>3.00</b> |             | <b>3.95</b> |                   | <b>4.40</b> |

**Firm Name:** SA Nelson & Associates

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 4               | 1.00        | 3             | 0.75        | 4           | 1.00        | 5                 | 1.25        |
| Price Proposal               | 35%         | 5                | 1.75        | 4               | 1.40        | 2             | 0.70        | 4           | 1.40        | 5                 | 1.75        |
| Resources and approach       | 30%         | 5                | 1.50        | 4               | 1.20        | 2             | 0.60        | 3           | 0.90        | 3                 | 0.90        |
| References                   | 10%         | 4                | 0.40        | 5               | 0.50        | 3             | 0.30        | 3           | 0.30        | 4                 | 0.40        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.90</b> |                 | <b>4.10</b> |               | <b>2.35</b> |             | <b>3.60</b> |                   | <b>4.30</b> |

# EVALUATION MATRIX

## RFP No. 22-0614100 Public Relations and Marketing Consultant

**Firm Name:** My PR Guru LLC / My Gov Guru

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 5               | 1.25        | 5             | 1.25        | 4           | 1.00        | 1                 | 0.25        |
| Price Proposal               | 35%         | 5                | 1.75        | 5               | 1.75        | 5             | 1.75        | 3           | 1.05        | 2                 | 0.70        |
| Resources and approach       | 30%         | 5                | 1.50        | 5               | 1.50        | 5             | 1.50        | 4           | 1.20        | 2                 | 0.60        |
| References                   | 10%         | 5                | 0.50        | 5               | 0.50        | 5             | 0.50        | 4           | 0.40        | 3                 | 0.30        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>5.00</b> |                 | <b>5.00</b> |               | <b>5.00</b> |             | <b>3.65</b> |                   | <b>1.85</b> |

### FIRM SELECTED

#### Reviewer:

|                       | Fox Productions, LLC | Roar Media  | Freeze Frame Marketing & Media, Inc. | ESP Media Production Company |
|-----------------------|----------------------|-------------|--------------------------------------|------------------------------|
| Sandra Bridgeman      | 1.55                 | 4.05        | 2.65                                 | 3.05                         |
| Lubotes Dauphin       | 1.30                 | 5.00        | 3.00                                 | 1.25                         |
| Adelina Gross         | 2.55                 | 3.65        | 2.65                                 | 1.70                         |
| Kierra Ward           | 1.90                 | 2.90        | 2.75                                 | 3.05                         |
| Christopher Wills     | 2.30                 | 5.00        | 4.10                                 | 0.00                         |
| <b>AVERAGE RATING</b> | <b>1.92</b>          | <b>4.12</b> | <b>3.03</b>                          | <b>1.81</b>                  |

#### Reviewer:

|                       | The Brand Advocates Incorporated | SA Nelson & Associates | My PR Guru LLC / My Gov Guru |
|-----------------------|----------------------------------|------------------------|------------------------------|
| Sandra Bridgeman      | 4.90                             | 4.90                   | 5.00                         |
| Lubotes Dauphin       | 5.00                             | 4.10                   | 5.00                         |
| Adelina Gross         | 3.00                             | 2.35                   | 5.00                         |
| Kierra Ward           | 3.95                             | 3.60                   | 3.65                         |
| Christopher Wills     | 4.40                             | 4.30                   | 1.85                         |
| <b>AVERAGE RATING</b> | <b>4.25</b>                      | <b>3.85</b>            | <b>4.10</b>                  |



**CITY OF OPA-LOCKA  
CERTIFICATION**

**REQUEST FOR PROPOSALS  
RFP NO. 22-0614100  
PUBLIC RELATIONS AND MARKETING CONSULTANT**

**I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4<sup>th</sup> Floor, Opa-locka, Florida, at 2:30 p.m. this 14<sup>th</sup> day of June, 2022.**

**PROPOSAL(S) RECEIVED**

**NAME/ADDRESS**

- 1. Fox Productions, LLC  
2100 West Sunrise Blvd, Suite 106  
Fort Lauderdale, FL 33311  
Contact: Mobile Mike, CEO  
Tele: 305.401.9696  
Email: [pr@mobilemikepr.com](mailto:pr@mobilemikepr.com)**
- 2. Roar Media  
55 Miracle Mile, Suite 330  
Coral Gables, FL 33134  
Contact: Jacques Hart, CEO  
Tele: 305.606.6839**
- 3. Freeze Frame Marketing & Media, Inc.  
12555 Biscayne Boulevard, Ste. 743  
North Miami, FL 33181  
Contact: Cedric Dawkins, President  
Tele: 305.804.4287  
Email: [freezframenyc@yahoo.com](mailto:freezframenyc@yahoo.com)**
- 4. ESP Media Production Company  
1028 E. Park Ave  
Tallahassee, FL 32301  
Contact: Jamie Van Pelt, President  
Tele: 850.222.0361  
Email: [jamie@espmedia.net](mailto:jamie@espmedia.net)**
- 5. The Brand Advocates, Inc.  
1951 NW 7<sup>th</sup> Avenue, Suite 400  
Miami, FL 33136  
Contact: Tasha Cunningham, Managing Partner  
Tele: 305.335.8466  
Email: [tasha@thebrandadvocates.com](mailto:tasha@thebrandadvocates.com)**

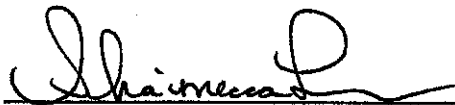


Certification  
RFP No. 22-0614100  
Public Relations and Marketing Consultant

6. **SA Nelson & Associates**  
**5883 Caribbean Boulevard**  
**West Palm Beach, FL 33407**  
**Contact: Sophia Nelson, President / CEO**  
**Tele: 561.531.1876**  
**Email: sophia@sanelson.co**
7. **My PR Guru LLC / My Gov Guru**  
**11419 W. Palmetto Park Road #971402**  
**Boca Raton, FL 33497**  
**Contact: Elliot Cohen, Principal / Owner**  
**Tele: 561.676.4949**  
**Email: elliott@myprguru.com**

**Please note that the proposals from ESP Media Production Co., The Brand Advocates, SA Nelson and Associates and My PR Guru were submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on June 14, 2022.**

**I further certify that sealed proposal(s) were submitted and properly opened in the presence of the following:**



Sha'mecca Lawson  
Assistant City Manager  
City of Opa-locka



Joanna Flores, CMC  
City Clerk

# EVALUATION MATRIX

## RFP No. 22-0614100 Public Relations and Marketing Consultant

**Firm Name:** Fox Productions, LLC

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 2                | 0.50        | 2               | 0.50        | 3             | 0.75        | 3           | 0.75        | 3                 | 0.75        |
| References                   | 10%         | 1                | 0.10        | 2               | 0.20        | 2             | 0.20        | 2           | 0.20        | 3                 | 0.30        |
| Resources and approach       | 30%         | 2                | 0.60        | 2               | 0.60        | 3             | 0.90        | 2           | 0.60        | 3                 | 0.90        |
| Price Proposal               | 35%         | 1                | 0.35        | 0               | 0.00        | 2             | 0.70        | 1           | 0.35        | 1                 | 0.35        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>1.55</b> |                 | <b>1.30</b> |               | <b>2.55</b> |             | <b>1.90</b> |                   | <b>2.30</b> |

**Firm Name:** Roar Media

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 5               | 1.25        | 3             | 0.75        | 3           | 0.75        | 5                 | 1.25        |
| Price Proposal               | 35%         | 4                | 1.40        | 5               | 1.75        | 4             | 1.40        | 3           | 1.05        | 5                 | 1.75        |
| Resources and approach       | 30%         | 4                | 1.20        | 5               | 1.50        | 4             | 1.20        | 3           | 0.90        | 5                 | 1.50        |
| References                   | 10%         | 2                | 0.20        | 5               | 0.50        | 3             | 0.30        | 2           | 0.20        | 5                 | 0.50        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.05</b> |                 | <b>5.00</b> |               | <b>3.65</b> |             | <b>2.90</b> |                   | <b>5.00</b> |

**Firm Name:** Freeze Frame Marketing & Media, Inc.

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 4                | 1.00        | 3               | 0.75        | 3             | 0.75        | 4           | 1.00        | 4                 | 1.00        |
| Price Proposal               | 35%         | 4                | 1.40        | 3               | 1.05        | 2             | 0.70        | 3           | 1.05        | 4                 | 1.40        |
| Resources and approach       | 30%         | 4                | 1.20        | 3               | 0.90        | 3             | 0.90        | 2           | 0.60        | 4                 | 1.20        |
| References                   | 10%         | 4                | 0.40        | 3               | 0.30        | 3             | 0.30        | 1           | 0.10        | 5                 | 0.50        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.00</b> |                 | <b>3.00</b> |               | <b>2.65</b> |             | <b>2.75</b> |                   | <b>4.10</b> |

## EVALUATION MATRIX

### RFP No. 22-0614100 Public Relations and Marketing Consultant

**Firm Name:** ESP Media Production Company

#### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 4                | 1.00        | 1               | 0.25        | 2             | 0.50        | 4           | 1.00        | 0                 | 0.00        |
| Price Proposal               | 35%         | 3                | 1.05        | 2               | 0.70        | 2             | 0.70        | 3           | 1.05        | 0                 | 0.00        |
| Resources and approach       | 30%         | 2                | 0.60        | 1               | 0.30        | 1             | 0.30        | 3           | 0.90        | 0                 | 0.00        |
| References                   | 10%         | 4                | 0.40        | 0               | 0.00        | 2             | 0.20        | 1           | 0.10        | 0                 | 0.00        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>3.05</b> |                 | <b>1.25</b> |               | <b>1.70</b> |             | <b>3.05</b> |                   | <b>0.00</b> |

**Firm Name:** The Brand Advocates, Inc.

#### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 5               | 1.25        | 3             | 0.75        | 4           | 1.00        | 5                 | 1.25        |
| Price Proposal               | 35%         | 5                | 1.75        | 5               | 1.75        | 3             | 1.05        | 3           | 1.05        | 5                 | 1.75        |
| Resources and approach       | 30%         | 5                | 1.50        | 5               | 1.50        | 3             | 0.90        | 5           | 1.50        | 3                 | 0.90        |
| References                   | 10%         | 4                | 0.40        | 5               | 0.50        | 3             | 0.30        | 4           | 0.40        | 5                 | 0.50        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.90</b> |                 | <b>5.00</b> |               | <b>3.00</b> |             | <b>3.95</b> |                   | <b>4.40</b> |

**Firm Name:** SA Nelson & Associates

#### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 4               | 1.00        | 3             | 0.75        | 4           | 1.00        | 5                 | 1.25        |
| Price Proposal               | 35%         | 5                | 1.75        | 4               | 1.40        | 2             | 0.70        | 4           | 1.40        | 5                 | 1.75        |
| Resources and approach       | 30%         | 5                | 1.50        | 4               | 1.20        | 2             | 0.60        | 3           | 0.90        | 3                 | 0.90        |
| References                   | 10%         | 4                | 0.40        | 5               | 0.50        | 3             | 0.30        | 3           | 0.30        | 4                 | 0.40        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>4.90</b> |                 | <b>4.10</b> |               | <b>2.35</b> |             | <b>3.60</b> |                   | <b>4.30</b> |

# EVALUATION MATRIX

## RFP No. 22-0614100 Public Relations and Marketing Consultant

**Firm Name:** My PR Guru LLC / My Gov Guru

### Evaluation

| Reviewer Name:               |             | Sandra Bridgeman |             | Lubotes Dauphin |             | Adelina Gross |             | Kierra Ward |             | Christopher Wills |             |
|------------------------------|-------------|------------------|-------------|-----------------|-------------|---------------|-------------|-------------|-------------|-------------------|-------------|
| Criterion                    | Weight      | Rating           | Score       | Rating          | Score       | Rating        | Score       | Rating      | Score       | Rating            | Score       |
| Experience and Qualification | 25%         | 5                | 1.25        | 5               | 1.25        | 5             | 1.25        | 4           | 1.00        | 1                 | 0.25        |
| Price Proposal               | 35%         | 5                | 1.75        | 5               | 1.75        | 5             | 1.75        | 3           | 1.05        | 2                 | 0.70        |
| Resources and approach       | 30%         | 5                | 1.50        | 5               | 1.50        | 5             | 1.50        | 4           | 1.20        | 2                 | 0.60        |
| References                   | 10%         | 5                | 0.50        | 5               | 0.50        | 5             | 0.50        | 4           | 0.40        | 3                 | 0.30        |
| <b>Total</b>                 | <b>100%</b> |                  | <b>5.00</b> |                 | <b>5.00</b> |               | <b>5.00</b> |             | <b>3.65</b> |                   | <b>1.85</b> |

### FIRM SELECTED

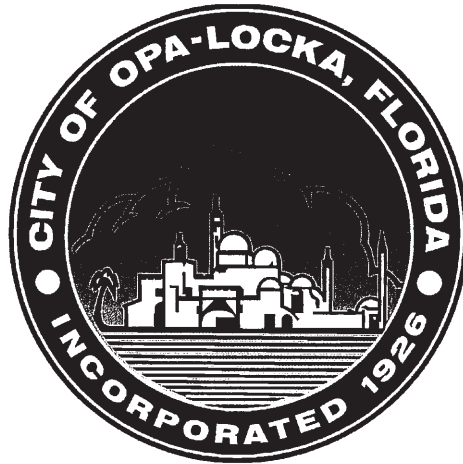
#### Reviewer:

|                       | Fox Productions, LLC | Roar Media  | Freeze Frame Marketing & Media, Inc. | ESP Media Production Company |
|-----------------------|----------------------|-------------|--------------------------------------|------------------------------|
| Sandra Bridgeman      | 1.55                 | 4.05        | 2.65                                 | 3.05                         |
| Lubotes Dauphin       | 1.30                 | 5.00        | 3.00                                 | 1.25                         |
| Adelina Gross         | 2.55                 | 3.65        | 2.65                                 | 1.70                         |
| Kierra Ward           | 1.90                 | 2.90        | 2.75                                 | 3.05                         |
| Christopher Wills     | 2.30                 | 5.00        | 4.10                                 | 0.00                         |
| <b>AVERAGE RATING</b> | <b>1.92</b>          | <b>4.12</b> | <b>3.03</b>                          | <b>1.81</b>                  |

#### Reviewer:

|                       | The Brand Advocates, Inc. | SA Nelson & Associates | My PR Guru LLC / My Gov Guru |
|-----------------------|---------------------------|------------------------|------------------------------|
| Sandra Bridgeman      | 4.90                      | 4.90                   | 5.00                         |
| Lubotes Dauphin       | 5.00                      | 4.10                   | 5.00                         |
| Adelina Gross         | 3.00                      | 2.35                   | 5.00                         |
| Kierra Ward           | 3.95                      | 3.60                   | 3.65                         |
| Christopher Wills     | 4.40                      | 4.30                   | 1.85                         |
| <b>AVERAGE RATING</b> | <b>4.25</b>               | <b>3.85</b>            | <b>4.10</b>                  |

# **City of Opa-locka**



**RFP NO: 22-0614100**

**REQUEST FOR PROPOSALS (RFP)**

**PUBLIC RELATIONS AND MARKETING CONSULTANT**



CITY OF OPA-LOCKA  
PUBLIC RELATIONS AND MARKETING CONSULTANT

RFP NO. 22-0614100

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CITY OF OPA-LOCKA  
REQUEST FOR PROPOSALS  
RFP NO: 22-0614100  
**Public Relations and Marketing Consultant**

Sealed Proposals for Public Relations and Marketing Consulting Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4<sup>th</sup> Floor, Opa-locka, Florida 33054, **Tuesday, June 14, 2022 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Public Relations and Marketing Consultant**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at [www.opalockafl.gov](http://www.opalockafl.gov) or [www.demandstar.com](http://www.demandstar.com).

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 22-0614100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4<sup>th</sup> Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

**Join Zoom Meeting**

<https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2d0ZnBTenB4Z2lHZz09>

Meeting ID: 463 801 3145

Passcode: 780334

One tap mobile

+13126266799,,4638013145#,,,,\*780334# US (Chicago)

+16465588656,,4638013145#,,,,\*780334# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Find your local number: <https://us02web.zoom.us/j/k1HRpbFTd>

City Clerk  
Joanna Flores, CMC



## CITY OF OPA-LOCKA

RFP NO. 22-0614100

### PUBLIC RELATIONS AND MARKETING CONSULTANT

#### PART I

#### PROPOSAL GUIDELINES

**1-1. Introduction:** The City of Opa-locka is requesting proposals from qualified professional consultants to provide Public Relations and Marketing consulting services on an as-needed and on-going basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats.

**1-2. Proposal Submission and Withdrawal:** The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The City must receive all proposals by 1:00 pm on Tuesday, June 14, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-0614100 – Public Relations and Marketing Consultant**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4<sup>th</sup> Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

**1-3. Number of Copies:** Proposers shall submit an **original and five (5) copies (a total of 6) plus one copy on USB Flash Drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4. Development Costs:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers



should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**1-5. Inquiries:** The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

**1-6. Addenda:** The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may distribute written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

**1-7. Contract Awards:** The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

**1-8. Contractual Agreement:** This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

**1-9. Selection Process:** The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

**1-10. Public Records:** Upon award recommendation or ten (10) days after opening, whichever

occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

**1-11. News Releases:** The Proposer shall obtain the prior approval of the City Manager’s Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

**1-12. Insurance:** The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

**1-13. Licenses:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

**1-14. Public Entity Crimes:** Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

**1-15. Code Of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of

the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

**1-16. Drug-Free Workplace:** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-17. Permits and Taxes:** The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**1-18. Protests:** Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

**1-19. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

## **PART II**

### **NATURE OF SERVICES REQUIRED**

#### **2-1 PURPOSE AND SCOPE OF WORK**

The City of Opa-locka seeks a professional, full-service Public Relations & Marketing firm that will provide a comprehensive and innovative plan that will:

- Increase awareness of the City's mission and goals to all stakeholders within the community,
- Inform the community about the City's plans and ongoing projects,
- Garner public and community support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to any potential issue that may affect the City of Opa-locka.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services, including, but not limited to: crisis management, brand/identity creation, message development and delivery, event planning, execution and communication, design, costing, placement, and prioritizing multi-phased communication campaigns. Qualified firms must also demonstrate competence in graphic and oral communication to large diverse groups and expertise in facilitating consensus from multiple public and private interests. Of particular importance is the ability to develop a branding/PR Campaign to increase positive perceptions of the City of Opa-locka.

Specific tasks may include the following:

- Creating a unique, memorable identity for the City of Opa-locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tag line/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka
- Create/Design flyers for City events and functions
- Assist City with planning major events

#### **2-2 PROPOSER QUALIFICATIONS**

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in providing public relations and marketing services; established reputation in the public relations and marketing community, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.

- Proposer's track record in providing public relations and marketing services to governmental agencies as well as private firms (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Project Manager shall have a minimum of five (5) year experience in public relations and marketing services.

### **2-3 TERM OF CONTRACT**

The term of the contract is anticipated to be one (1) fiscal year with a two (1) year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.



## **PART III**

### **PROPOSAL REQUIREMENTS**

#### **3-1 RULES FOR PROPOSALS**

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

#### **3-2 SUBMISSION OF PROPOSALS**

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

### 3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

### 3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6.3 Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

3.2.6.4 Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the Program.

### 3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

### 3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, hourly fee. Provide a detailed price breakdown including fees itemized for the following staff: a. Senior Staff; b. Professional staff; c. Clerical Staff.

### 3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided marketing and public relations consulting services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

### 3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.**

## **PART IV**

### **EVALUATION OF PROPOSALS**

#### **4-1 SELECTION COMMITTEE**

A Selection Committee will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

#### **4-2 EVALUATION CRITERIA**

| <b>Category</b>                                                                                                                                                                                                                                                                                               | <b>Points</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>Experience and Qualifications of professional personnel assigned to project</b><br>1. Number of years providing Public Relations and Marketing services<br>2. Qualifications and experience of assigned staff<br>3. Licensing<br>4. Adherence to requirements, forms and qualifications listed in this RFP | 25            |
| <b>References</b><br>1. Performance of similar projects for governmental clients including at least three references                                                                                                                                                                                          | 10            |
| <b>Resources and approach</b><br>1. Adequate resources (financial, equipment, facilities)<br>2. Capability to undertake the required performance period<br>3. Proposed plan and approach to fulfilling scope                                                                                                  | 30            |
| <b>Price Proposal</b><br>1. Cost of proposed services<br>2. Value of added services                                                                                                                                                                                                                           | 35            |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                  | 100           |

#### **4-3 ORAL PRESENTATIONS**

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.



The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

#### **4-4 FINAL SELECTION**

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

#### **4-5 AWARD AND CONTRACT EXECUTION**

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



**RFP NO. 22-0614100**

**PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES**

**PROPOSER QUALIFICATIONS**

The Proposer, as a result of this proposal, **MUST** hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information **MUST** be completed and submitted with the proposal to be considered:

**1. Legal Name and Address:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

**2. Check One: Corporation ( ) Partnership ( ) Individual ( )**

**3. If Corporation, state:**

Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

**4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_**

**5. Name and Title of Principal Officers**

**Date Elected:**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**6. The length of time in business: \_\_\_\_\_ years**

**7. The length of time (continuous) in business as a service organization in Florida:  
\_\_\_\_\_ years**

**8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.**

**9. A copy of County and/or Municipal Occupational License(s)**

**Note:** Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



**RFP NO: 22-0614100**

**PRICE PROPOSAL FORM  
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES**

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below. Please note payments will be made on a monthly basis based on progress payments.

The City may award multiple firms as available, by description or task, or in its entirety, as deemed in the best interest of the City.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

| ITEM            | DESCRIPTION OF TASK                        | HOURLY RATE: | YEAR 1 | YEAR 2 | YEAR 3 |
|-----------------|--------------------------------------------|--------------|--------|--------|--------|
| 1.              | Marketing and Branding Plan                | \$           | \$     | \$     | \$     |
| 2.              | Public Relations                           | \$           | \$     | \$     | \$     |
| 3.              | Press releases generation and distribution | \$           | \$     | \$     | \$     |
| 4.              | Social media account and management        | \$           | \$     | \$     | \$     |
| 5.              | Email newsletter                           | \$           | \$     | \$     | \$     |
| 6.              | Email blasts                               | \$           | \$     | \$     | \$     |
| 7.              | Blogs                                      | \$           | \$     | \$     | \$     |
| 8.              | Websites                                   | \$           | \$     | \$     | \$     |
| 9.              | Specialized marketing                      | \$           | \$     | \$     | \$     |
| 10.             | Promotional services                       | \$           | \$     | \$     | \$     |
| 11.             | Crisis management                          | \$           | \$     | \$     | \$     |
| 12.             | Consultation services                      | \$           | \$     | \$     | \$     |
| 13.             | Photography                                | \$           | \$     | \$     | \$     |
| 14.             | Videography                                | \$           | \$     | \$     | \$     |
| TOTAL PER YEAR: |                                            |              | \$     | \$     | \$     |

ADDITIONAL SERVICES:

PLEASE DESCRIBE BELOW IN ROWS 1-4:

| ITEM | DESCRIPTION OF TASK | HOURLY RATE: | YEAR 1 | YEAR 2 | YEAR 3 |
|------|---------------------|--------------|--------|--------|--------|
| 1.   |                     | \$           | \$     | \$     | \$     |
| 2.   |                     | \$           | \$     | \$     | \$     |
| 3.   |                     | \$           | \$     | \$     | \$     |
| 4.   |                     | \$           | \$     | \$     | \$     |

SUBMITTED  
THIS

DAY OF

2022.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit  
Bid

Fax Number

Signature

Email Address

Title



## **CITY OF OPA-LOCKA**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY**

**1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:**

**A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.**

**B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and**

**C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.**

**2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.**

**A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.**

**B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**

**C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.**

**D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed**

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_



**CITY OF OPA-LOCKA  
RFP NO. 22-0614100**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by \_\_\_\_\_ the  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**CITY OF OPA-LOCKA  
NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
\_\_\_\_\_ the PROPOSER that has submitted the attached  
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the  
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, have in any way  
colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER,  
firm, or person to submit a collusive or sham Proposal in connection with the Work for  
which the attached Proposal has been submitted; or to refrain from Proposing in  
connection with such Work; or have in any manner, directly or indirectly, sought by  
agreement or collusion, or communication, or conference with any PROPOSER, firm, or  
person to fix any overhead, profit, or cost elements of the Proposal or of any other  
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the  
Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy,  
connivance, or unlawful agreement any advantage against (Recipient), or any person  
interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not  
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of  
the PROPOSER or any other of its agents, representatives, owners, employees or parties  
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title





## NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Florida                      County of \_\_\_\_\_

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



## **E-VERIFY**

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.*



## **E-VERIFY FORM**

### **Definitions:**

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **Public Relations and Marketing Consultant**

**RFP#22-0614100**

### **ADDENDUM-01**

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Please see responses to all questions asked to date:

1. Is there a preference for Florida based firms or can a company from outside Florida bid on the project and be evaluated the same as one from Florida?  
The RFP document request for the proposer to state if the business is local, national, or international. The RFP does not specify a location of preference.
2. Does the city have a monthly budget or range of fees in place for the scope of services detailed in the RFP? And if so, what is it?  
The current annual budget for Public Relations is approximately \$105,000.
3. Does the city expect this budget and consultant to produce events and provide event logistics? Yes, however there is a separate budget for Special events which varies.
4. Does the scope of services include revamping existing social media channels, managing social media channels, and producing ongoing content to support them?  
Yes
  - a. If so, what is the desired number of monthly social media posts? As needed
5. Does the city have existing contractors for graphic design and videography (still and video) work, or is this expected as part of this RFP? The services are expected to be part of the RFP.
6. Is the city looking to rebrand, including developing a new brand identity (logo, style guide, and messaging? Please refer to page 15 of the RFP document, as the city would like to receive a cost for the services mentioned.
7. Does this scope include the redesign and development of a new website? Please refer to page 8 of the RFP document which includes review and update of the City's web.
8. Is there any specific marketing material not listed that the city wants to include in the scope of this program? I. E. Presentations, flyers, booth materials, etc. Please refer to page 16 of the RFP document which list additional services. The scope of services may



not detail all of the services; however page 15 includes a list of services for which the city would like to receive a cost.

9. Does the city expect to have scheduled media training for spokespersons other than the city manager?  
No
10. Does the city have a crisis communications plan in place?  
No
11. Does the city expect to receive a communications audit in advance of initiating the marketing communications program?  
It's not required, however preferred.
12. Who will the point of contact be for the PR/marketing consultant?  
City Manager's Office will be the point of contact.
13. For any services not clearly defined or part of the consultant's scope, is there a budget to support the need to hire additional contractors for the work related to the consultant's plans, such as videographers for media events, event planners for a State of the City?  
The city has a Public Relations budget and Special Events budget.
14. Will the city point of contact expect to have weekly or bi-weekly (twice a month) touch base and brainstorm meetings?  
Bi-weekly meetings are preferred.



CITY OF OPA-LOCKA  
REQUEST FOR PROPOSALS  
RFP NO: 22-0614100

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A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4<sup>th</sup> Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

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One tap mobile

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**Joanna Flores, CMC**  
City Clerk

**CITY OF MIAMI BEACH**

**NOTICE OF HEARING TO CONSIDER AN APPEAL OF  
DESIGN REVIEW BOARD ORDER**

**JUNE 22, 2022**

The Miami Beach City Commission, pursuant to Section 118-9 of the Miami Beach City Code, will hear oral argument on **June 22, 2022, at 3:00 p.m.**, or as soon thereafter as the matter can be heard, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, to consider an appeal filed by Carriage House Condominium Association, Inc., The Amethyst Condominium Association, Inc., Thomas Hahn, Jacqueline Rebhuhn, and David Sebbag (the "Appellants"), of a City of Miami Beach Design Review Board Order (DRB), issued under DRB 21-0694, granting design review approval to allow 5333 Collins Acquisitions, LP, to build a 17-story, 200-foot-tall multifamily condominium at **5333 Collins Avenue**, Miami Beach, Florida, 33140 (City Commission Appeal File No. SM2022-001) (altogether, the "Appeal").

During the **June 22, 2022** Commission Meeting, the City Commission will be physically present in the Commission Chamber. The public is encouraged to attend this hearing virtually (as provided below). However, members of the public who wish to attend the hearing in person may appear at the Commission Chamber.

The hearing will be broadcast live on Miami Beach TV (MBTV), viewable on the City's website at <https://www.miamibeachfl.gov/government/mbtv/>, as well as on Breezeline Cable channel 660, AT&T U-verse channel 99, Hotwire Communications channel 395, and Roku device on PEG.TV channel. The hearing will also be broadcast on social media at <https://www.facebook.com/cityofmiamibeach> and on the Zoom App at <https://miamibeachfl.gov.zoom.us/j/81392857671>. The public may listen to the hearing by dialing: 1.301.715.8592 or 888.475.4499 (Toll-Free) Webinar ID: 81392857671#.

The City Commission's review of the appeal shall be based on the record of the hearing before the DRB, shall not be a public hearing, and no new or additional testimony shall be taken. A verbatim transcript of the DRB hearing shall be made a part of the record and filed by the Petitioner. The standard of review is (i) whether the DRB provided procedural due process, (ii) whether the correct law was observed, and (iii) whether competent substantial evidence supported the DRB's decision. To reverse or remand a decision of the DRB, a five-sevenths (5/7) vote of the City Commission is required.

All documents pertaining to DRB File No.: 21-0694 are available for public inspection by making an appointment with the Planning Department by calling 305.673.7000 Extension 27550 or Extension 26144. The pleadings relating to City Commission Appeal File No.: SM2022-001 are available for public inspection by making an appointment with the Office of the City Clerk by calling 305.673.7000 Extension 26228.

To request this material in an alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

The City Commission's review of the Appeal may be opened and continued, and under such circumstances, additional legal notice need not be provided.

Inquiries may be directed to the Planning Department at 305.673.7550 or the Office of the City Attorney at 305.673.7470.

**MIAMI BEACH**

Rafael E. Granado, City Clerk  
City of Miami Beach

**Ad 06222022-02 DRB**



**PUBLIC HEARING ADVERTISEMENT**

**City of Miami Gardens**  
**Wednesday, May 25, 2022, at 5:30 PM**  
**City Hall, City Council Chambers**  
**18605 NW 27th Avenue**  
**Miami Gardens, FL 33056**

**APPLICANT:** THE SALVATION ARMY

**PROJECT NAME:** SALVATION ARMY VARIANCE

**PROJECT LOCATION:** 194 NW 187TH ST (See Map Below)

**FOLIO #:** 34-2101-000-0112

**SUBJECT PROPERTY**

**PURPOSE:** VARIANCE TO REDUCE THE MINIMUM REQUIRED LOT AREA FOR A PLACE OF ASSEMBLY  
**REQUESTED ACTION: TO ADOPT THE FOLLOWING RESOLUTION:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE VARIANCE APPLICATION SUBMITTED BY THE SALVATION ARMY ON BEHALF OF 194 NW 187 LLC LOCATED AT 194 NW 187TH STREET, MIAMI GARDENS, FL 33169, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, REDUCING THE MINIMUM LOT SIZE SET FORTH IN THE CODE FOR PLACES OF ASSEMBLY FROM 2 ACRES TO 1.3 ACRES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

All persons are entitled to attend and to speak at public hearings. The courts have ruled that it is improper to contact a Council member individually, either orally or in writing, about zoning applications.

Said ordinances can be inspected in the City Clerk's Office, Monday – Thursday, during regular office hours. Inquiries concerning these items should be directed to the City Manager's Office at 305-914-9010.

Article VII of the City of Miami Gardens Code entitled "Lobbyist", requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence "City" action. "City" action is broadly described to include the ranking and selection of professional consultants, and virtually all legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the City Clerk at (305) 914-9129, not later than 48 hours prior to such proceeding. TDD No. 1-800-955-8771

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at this meeting or hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



**CITY OF OPA-LOCKA**  
**REQUEST FOR PROPOSALS**  
**RFP NO: 22-0614100**

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**Joanna Flores, CMC**  
**City Clerk**

## CONSUMER SAFETY

## Found a deal on baby formula? It could be a scam, watchdog warns

BY TANA SIA KENNEY  
McClatchy News

Baby formula is scarce, and an online search for the essential item could put some parents at risk of getting scammed, according to the Better Business Bureau. The watchdog group warns consumers to be aware as scammers look to take advantage of the nationwide shortage of baby formula.

The ruse may begin with an ad or social media post claiming to have formula available, according to the

BBB's website. The scammer may contact you via direct message with photos showing they have the much-needed item in stock. But don't fall for it, the watchdog group warns.

You may be asked to pay using a digital wallet app like Venmo, but the formula never arrives.

President Joe Biden met with manufacturers and retailers on Thursday for "an update on efforts to make infant formula supply more available" to families, NBC News reported. The U.S. Food and Drug Administration also said it is "do-

ing everything in our power" to ensure there is enough product for parents who need it.

So how can you avoid falling victim to an online scam? Experts said to watch for grammatical errors and misspellings, evidence of a brick and mortar address (or lack thereof) and "positive" reviews that appear to be copied and pasted from somewhere else. Getting ghosted by the purported seller after your payment has been processed is also a tell-tale sign that you may be dealing with a scammer, the BBB said.

"The seller advertises on a social media site and is communicative until the payment is made," according to the watchdog group. "Once the payment clears, they are unreachable."

Experts also suggest checking out a business's website before you buy anything, and make sure to pay with a credit card.



### CITY OF OPA-LOCKA REQUEST FOR PROPOSALS RFP NO: 22-0614100

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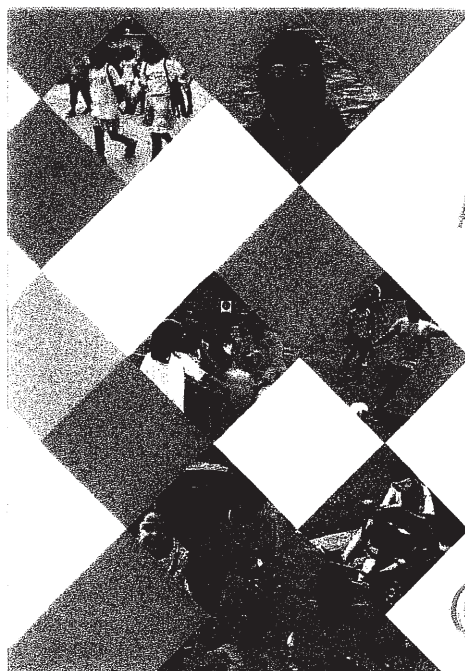
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Joanna Flores, CMC  
City Clerk



IF IT'S  
SUMMER,  
IT MUST BE  
ALEXANDER  
CAMP!

PRE-CAMP FUN WEEK  
JUNE 13-17

SUMMER PROGRAMS  
JUNE 20-AUGUST 5

Preschool 6050 SW 57<sup>th</sup> Avenue  
Toddler and Preschool 17860 Old Cuder Road  
Toddler and Preschool 14400 Old Cuder Road  
Elementary 14850 SW 67<sup>th</sup> Avenue  
780.346.3074  
www.alexandercamp.com

ALEXANDER  
CAMP



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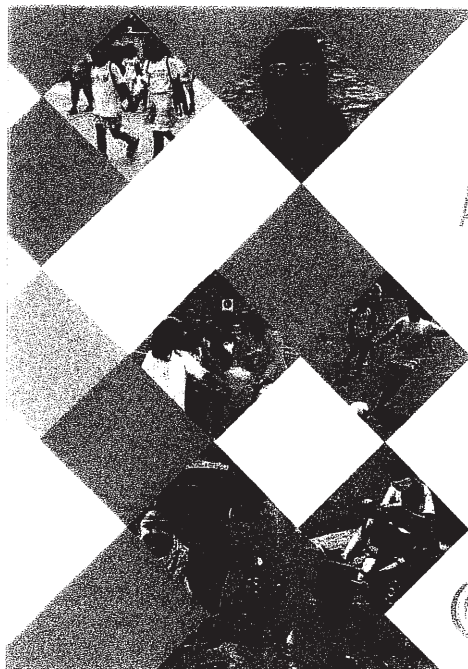
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Toddler and Preschool 17800 Old Cutler Road  
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202 365 1211  
www.alexandercamp.org



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The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 22-0614100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

Join Zoom Meeting

<https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2d0ZnBtenB4Z2IHZz09>

Meeting ID: 463 801 3145

Passcode: 780334

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+1 253 215 8782 US (Tacoma)

Find your local number: <https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2d0ZnBtenB4Z2IHZz09>

Joanna Flores, CMC  
City Clerk

## CONSUMER SAFETY

## Found a deal on baby formula? It could be a scam, watchdog warns

BY TANA SIA KENNEY  
McClatchy News

Baby formula is scarce, and an online search for the essential item could put some parents at risk of getting scammed, according to the Better Business Bureau. The watchdog group warns consumers to be aware as scammers look to take advantage of the nationwide shortage of baby formula.

The ruse may begin with an ad or social media post claiming to have formula available, according to the

BBB's website. The scammer may contact you via direct message with photos showing they have the much-needed item in stock. But don't fall for it, the watchdog group warns.

You may be asked to pay using a digital wallet app like Venmo, but the formula never arrives.

President Joe Biden met with manufacturers and retailers on Thursday for "an update on efforts to make infant formula supply more available" to families, NBC News reported. The U.S. Food and Drug Administration also said it is "do-

ing everything in our power" to ensure there is enough product for parents who need it.

So how can you avoid falling victim to an online scam? Experts said to watch for grammatical errors and misspellings, evidence of a brick and mortar address (or lack thereof) and "positive" reviews that appear to be copied and pasted from somewhere else. Getting ghosted by the purported seller after your payment has been processed is also a tell-tale sign that you may be dealing with a scammer, the BBB said.

"The seller advertises on a social media site and is communicative until the payment is made," according to the watchdog group. "Once the payment clears, they are unreachable."

Experts also suggest checking out a business's website before you buy anything, and make sure to pay with a credit card.



### CITY OF OPA-LOCKA REQUEST FOR PROPOSALS RFP NO: 22-0614100

#### Public Relations and Marketing Consultant

Sealed Proposals for Public Relations and Marketing Consulting Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, June 14, 2022 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4th Floor  
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Public Relations and Marketing Consultant**.

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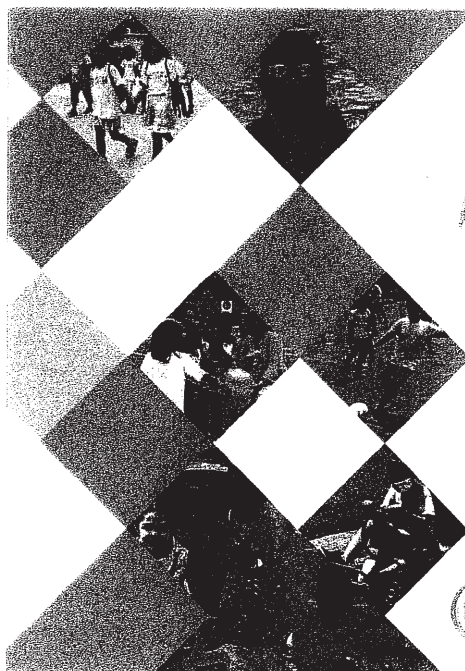
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Joanna Flores, CMC  
City Clerk



IF IT'S  
SUMMER,  
IT MUST BE  
ALEXANDER  
CAMP!

PRE-CAMP FUN WEEK  
JUNE 13-17

SUMMER PROGRAMS  
JUNE 20-AUGUST 5

Preschool 6060 SW 57th Avenue  
Toddler and Preschool 17800 Old Cutler Road  
Toddler and Preschool 14400 Old Cutler Road  
Elementary 14850 SW 67th Avenue

202 392-3074

Open to all children ages 3-12

ALEXANDER  
CAMP



*Response to Proposal*

**MARKETING &  
COMMUNICATIONS  
SERVICES**

RFP NO: 22-0614100





**SUBMITTED BY:**

Tasha Cunningham  
Managing Partner

The Brand Advocates, Inc.

1951 NW 7th Avenue, Suite 400

Miami, FL 33136

(305) 335-8466

[tasha@thebrandadvocates.com](mailto:tasha@thebrandadvocates.com)



The background of the page features a photograph of a police car parked on a street in front of a building. The police car is white with black accents and has "POLICE" and "OPA LOCKA" written on its side. The building has a mix of light-colored stucco and reddish-brown brickwork, with arched windows and doorways. A semi-transparent orange rectangle is overlaid on the left side of the image, containing the title text.

# TAB 01: TABLE OF CONTENTS



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## **Past Performance: Campaign**

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## **Past Performance: Writing**

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The background image shows a building with a light grey facade. On the right side, the words "THE ARC" are painted in large, bold letters, with "THE" in blue and "ARC" in maroon. Below the text, there are colorful murals of buildings with domes and arches in shades of blue, orange, and red. In the foreground, there is a concrete sidewalk and a road with a white crosswalk. A large orange rectangle with a white border is overlaid on the left side of the image, containing the title text.

**THE  
ARC**

**TAB 02:**  
**LETTER OF  
TRANSMITTAL**



# LETTER OF TRANSMITTAL

The Brand Advocates (TBA) is an independent public communications firm and full-service creative agency. TBA is a Disadvantaged Business Enterprise (DBE) and a Small Business Enterprise (SBE), certified by Miami-Dade County. We are a Small Disadvantaged Business (SBD), certified by the U.S. Small Business Administration and a Minority Business Enterprise (MBE), certified by the State of Florida Department of Management Services, Office of Supplier Diversity. Our firm specializes in public information, advertising, public involvement, media relations, website development, community outreach and government relations for both public and private sector clients. Since 1998, we have offered our award-winning communication services to a number of government entities such as the Broward Metropolitan Planning Organization (BMPO), Florida Department of Transportation (FDOT), the Miami-Dade Expressway Authority (MDX), the City of Miami Gardens, Miami-Dade County and a variety of other clients. Our team is entirely local, with an office in the City of Miami located at 1951 NW 7th Avenue, Suite 300, Miami, FL 33136 and we are proficient in English, Spanish and Creole. We are thinkers, doers, communicators, connectors and problem solvers who possess direct knowledge managing communications and outreach programs for public sector clients. We have successfully executed outreach for more than 350 public sector projects in South Florida and through our recent experiences, are versed in the requirements for managing public contracts.

**A TEAM WITH A PROVEN TRACK RECORD OF SUCCESS.** TBA has created a dynamic team designed to deliver targeted communication solutions and measurable results that exceed expectations. TBA has served our public sector clients with distinction on numerous projects. Our team also includes a talented collective of community outreach specialists, graphic designers and innovative web designers and programmers. We know that our team will serve as an extension of the City of Opa-Locka staff and we have strategically selected team members with different facets of public relations and community outreach backgrounds to ensure that all aspects of the Scope of Services for this contract are strategically planned and effectively delivered.

**AN EXPERIENCED TEAM WITH FRESH PERSPECTIVES.** Our team brings fresh perspectives and innovative techniques to our work and we are always looking for ways to save our clients time, money and resources. We are well-versed in public sector protocols and procedures and maintain excellent relationships with diverse community partners throughout South Florida. We interact with elected and appointed officials, the media, and community stakeholders. We are ready to hit the ground running and flawlessly perform all tasks outlined in the Scope of Services for this contract including communications and coordination; public relations and customer service; translation and interpreting services; website development and maintenance and preparation of collateral materials. We have worked extensively throughout South Florida, including Broward, Miami-Dade and Monroe counties. We develop and implement strategic marketing plans, coordinate groundbreakings, ribbon cuttings, public meetings, and special events. We excel at creating innovative campaigns, conveying complex concepts to the public - on the web, in writing and visually. We develop marketing and public relations plans, conduct customer surveys, brief the media and elected officials and stay on top of trends in transportation and public communications to forecast upcoming tasks and activities. We maintain excellent relationships with local, state and regional elected officials and the media. We can handle coordination with reporters, editors, mayors, senators, council members, commissioners and their respective staff in both Florida and Washington.



**FISCALLY RESPONSIBLE PROJECT MANAGEMENT.** Upon contract award, our team will manage all operations necessary for contract mobilization, including the movement of personnel, equipment and supplies. Our team members are equipped with laptops, smart phones, cameras, Internet access and the most current software, assuring the City maximum efficiency on this contract. We are available 24/7 and respond to inquiries within one hour. We can also be on-site, in-person, in less than 30 minutes, if needed. Our team understands the BID's organizational structure, procedures and reporting protocols. We follow established protocols when communicating with elected officials, the media and other stakeholders, while operating within Florida's Sunshine Law.

We develop and implement tools, strategies, sponsorships and partnerships necessary to maximize outreach while addressing questions and concerns quickly and effectively. All materials our team develops will be created in accordance with Associated Press (AP) Style. We translate information into both Spanish and Haitian Creole while adhering to rigorous quality control practices; working within established budgets, schedules, and project timelines and following all established processes to obtain approvals. Our internal and external communications processes ensure that schedules are met, deliverables are produced correctly, and milestones are hit.

Our team will manage and monitor budgets and process invoices in a timely manner without errors or issues, ensuring the City has a seamless invoice processing experience with our team, which includes the development of Letters of Authorization (LOA) and Task Work Orders (TWO). We have learned from our extensive experience and possess exceptional contract management skills that will ensure the City gets high quality, accurate and thoroughly checked work product, the first time around. We are reliable, respected, trustworthy and committed both as experienced professionals, and as a team.

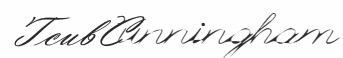
There is no learning curve with the TBA team. Our reputation for responsiveness and reliability speaks to our team's values, which are closely aligned with those of the City of Opa-Locka – integrity, respect, commitment, trust, customer-focused and service driven. Our extensive staff resources and financial stability assure that we can undertake all contract obligations and meet expectations to achieve a high return on the City's investment.

TBA has met the rigorous financial requirements for participation in programs administered by the State of Florida and the U.S. Small Business Administration and we understand the importance of maximizing every dollar spent on this contract.

Our team offers the City innovative ideas for maximizing branding and community outreach efforts, sound strategies for educating the public about the City and proven techniques for delivering successful results on this contract. We meet all prerequisites set forth in the Scope of Services. We have assembled a stellar team, experienced in all facets of municipal operations that possesses the capabilities, resources and experience required to successfully execute all tasks in the Scope of Services for this contract.

**In the following proposal, we address each task item in the Scope of Services and our creative approach to ensuring success. We will clearly demonstrate that we have the resources, depth of experience, creative ideas, qualified staff and availability to successfully execute this contract.**

Sincerely,



Tasha Cunningham, Managing Partner





**TAB 03:**  
**GENERAL  
INFORMATION**



# **GENERAL INFORMATION**

## **Name of Business.**

The name of the firm is Cunningham Communications Consulting Company, d.b.a. The Brand Advocates, Inc.

## **Mailing Address and Phone Number.**

Our mailing address is 1951 NW 7th Avenue, Suite 300, Miami, FL 33136. Our phone number is (305) 671-3177.

## **Names and contact information of persons to be contacted for information or services if different from name of person in charge.**

The project manager for this contract is Tasha Cunningham. Her e-mail address is tasha@thebrandadvocates.com. Her direct office phone number is (305) 671-3177 x 700 and her mobile phone number is (305) 335-8466.

## **Normal business hours.**

Our office is open Monday through Friday from 8:30 a.m. to 6:00 p.m.

## **State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).**

The Brand Advocates, Inc. is a S-Corporation.

## **Give the date business was organized and/or incorporated, and where.**

The Brand Advocates, Inc. was formed in 1998 and incorporated in the State of Florida.

## **Give the location of the office from which the work is to be done and the number of professional staff employees at that office.**

Work on this contract will be performed from our Miami office, located at 1951 NW 7th Avenue, Suite 300, Miami, FL 33136. There are six professional staff employees that work from this location.

## **Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.**

The Brand Advocates, Inc. is an independently owned and operated firm. It is not a parent or subsidiary of a group of firms and does not have a parent company.

## **State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.**

The firm holds a Certificate of Status from the State of Florida. A copy of the certificate is included in Tab 09: Additional Forms.



**TAB 04:**  
**PROJECT  
APPROACH**



# PROJECT APPROACH

*Describe in detail your proposal to fulfill the requirements of the Scope of Services listed in Section 2.2 of this RFP.*

## **Understanding of the City's Needs, Goals and Objectives**

The Brand Advocates team understands that the City of Opa-Locka is looking for a qualified firm to develop a branding and public relations campaign to increase positive perceptions of the City. Because we have over 20 years of experience working with municipalities on branding and public relations campaigns, we believe we are uniquely qualified to work with the City and provide outstanding service on this contract.

We know that the City has four specific goals that must be fulfilled as part of this contract, including increasing awareness of the City's mission and goals, informing communities about the City's plans and ongoing projects, garnering public and community support and understanding of the City's initiatives and programs, and being at the forefront of any potential issue that may affect the City.

This is an area where our firm excels. We have developed and executed successful award-winning branding and public relations campaigns for municipalities like the City of Miami Gardens, the City of Kissimmee, the City of Altamonte Springs; major brands like Hyundai, Johnson & Johnson, Brightline and many others. With each campaign, we bring maximum value to our clients and negotiate sponsorships and media buys that achieve a high Return on Investment (ROI).

## **Approach to Managing the Contract**

We understand that successfully managing this contract requires knowledge, responsiveness, flexibility, and availability. Our approach to project management is built on five essential tenets that serve as the foundation of our plan – reliability, flexibility, fiscal responsibility, creativity, and quality. The City of Opa-Locka can count on our team because we understand how to successfully manage and implement contracts for multi-county transportation systems. We are proactive and anticipate the needs of our clients, assess their risk, and recommend cost-effective solutions to solve problems and resolve issues.

Whether it is with other consultants or staff, TBA works collaboratively to achieve the best results for our clients. We offer creative, results-oriented, responsive service. We implement techniques that achieve outstanding results, all while carefully monitoring the budget and watching our clients' bottom line. We coordinate closely with our transportation partners, throughout Florida and nationally, to foster productive relationships and leverage strategic partnerships with stakeholders, the media, community leaders, elected officials, and governmental staff.

Successfully coordinating tasks on this contract requires clear communication, effective policies and procedures and a thorough understanding of roles and responsibilities. Our team's internal communication system is thorough and well-documented. We develop written responsibilities, policies, procedures, and communications protocols for our entire team to follow because we want to ensure that all staff follows the plan, so every task is completed, on time, on budget and on deadline. We function as a seamless unit with a clear understanding of who does what; why they do it and how it fits into the project. Our team has proven we can control costs, while delivering exceptional service.

Our proposed Project Manager, Tasha Cunningham, will lead efforts to coordinate and track day-to-day activities, ensuring client satisfaction, and monitoring deliverables and schedules on this contract. Ms. Cunningham is an award-winning Project Manager with over 20 years of public sector contract management experience. She holds a national Certified Associate in Project Management (CAPM) credential from the Project Management Institute (PMI) and a certificate in Project Management Principles and Practices from the University of California, Irvine.

Ms. Cunningham will ensure contract tasks are delivered on time and to the highest standard of quality for the City of Opa-Locka. She has served as a Project Manager on public sector contracts for the Florida Department of Transportation (FDOT), the City of Miami Gardens, the City of Kissimmee, the City of Altamonte Springs, the Broward Metropolitan Planning Organization, and the City of Vero Beach, to name a few.

Ms. Cunningham meets with the entire team at the start of a contract to review all primary elements of each assignment we receive from the City to ensure that everyone on the team knows and understands their role, the goal of the assignment, timelines for tasks, the budget and all operating protocols and procedures. This will ensure that every team member understands his/her role on the contract.

Ms. Cunningham meets weekly with each team member to discuss project progress, upcoming events, community issues, status of contract budget and upcoming deadlines. She develops a Six Week Look-Ahead Schedule and uses collaboration software like SharePoint and Asana, which gives our entire team access vital documents, schedules, and upcoming deadlines.

Ms. Cunningham will regularly coordinate with City maintaining open lines of communication to ensure that all tasks and responsibilities are carried out in compliance with the specified Scope of Work. This includes overseeing the planning and execution of task assignments, quality control and staffing requirements needed to successfully satisfy this contract.

These proven techniques have helped our team build a solid reputation for responsiveness. We respond within one hour of receiving a call or e-mail from the City and can be present in-person, when needed, within 30 minutes of being contacted. We continuously monitor personnel performance as part of our contract management protocols. We build staff redundancy into our contracts and can have qualified back-up staff deployed at a moment's notice.

In Ms. Cunningham's absence, Account Coordinator Orlando Espinosa will step in to handle all project management duties, including coordinating quality control reviews, meeting with staff weekly and tracking resources. These redundancies ensure that our clients are always covered, and workflows are seamless.

## **Approach to Fulfilling the Scope of Services**

Following is our team's proposed approach to executing each task in the Scope of Services for this solicitation.

### ***TASK 1: Creating a unique, memorable identity for the City of Opa-Locka.***

We know that creating a brand identity for a municipality is a complex endeavor. Your brand is made up primarily of the values that you convey as a municipality and a major part of that is what you want people to feel when they interact your city. To create a memorable brand identity for the City of Opa-Locka, our team will take the following steps:

- **Conducting market research.** We will conduct research to learn what the market's perceptions are about the City of Opa-Locka. The City has come a long way over the years and we want to convey the successes, while carefully reframing the conversation around what the future holds in terms of tourism, economic development and business growth. Market research will help our team create a baseline from which we can work to create a new brand identity for the City.
- **Developing a Value Proposition Statement.** What makes the City of Opa-Locka unique? What can the City offer that others can't? Knowing the difference between what makes the City unique in comparison to surrounding areas is imperative to developing a successful brand. Our team will develop a Value Proposition Statement for the City that will be used to guide our branding efforts.
- **Conducting a SWOT analysis.** Our team will conduct a thorough SWOT analysis to determine the City's strengths and weaknesses. We will also examine opportunities and any threats. By conducting a SWOT analysis, we will be able to identify key points that we can use in developing the new brand identity for the City.

### ***TASK 2: Developing a comprehensive public relations plan.***

We know that having a comprehensive public relations plan is an asset for any municipality. It's a tool that enables a municipality to build brand awareness, earn trust with key target audiences and keep stakeholders engaged and excited. The TBA team will use a data-driven approach to successfully develop and deliver a public relations plan that will serve as **the road map** to guide public relations, crisis communications and reputation enhancement efforts on behalf of the City.

First, we will conduct market research and gather the data we need to learn more about how the City is perceived by key target audiences. We want to understand what resonates with them when they think about visiting, relocating to or investing in the City of Opa-Locka. This information will help us create strategies and tactics that hit the mark and result in positive articles, blog posts and other editorial coverage. Next, we will analyze key findings and provide our recommendations in a comprehensive public relations plan. In addition, our team will do the following:

- **Understanding the Current Communications Scenario.** We want to know how the City have been covered by the media in the past in order to develop a comprehensive blueprint for communications in the future. We want to understand how the City communicates with the media. We want to develop a deep understanding of the communications landscape the City has been operating in, particularly as it relates to both internal and external stakeholders.
- **Conducting a Communications Audit.** As part of the plan, we will conduct a thorough assessment and review of the City's current media and brand assets including press kits, logos, fact sheets, brand guidelines, social media policy and other materials used to communicate with reporters, editors, bloggers, TV producers and other members of the press. This process is known as a communications audit. In order to be successful, we need to create a framework for the audit. We will take a thoughtful look at the City's brand to establish its current performance in the marketplace. We will review the last 24 months of press coverage, online reviews, social media posts and other materials. We will discover the brand's strengths and weaknesses from a communications perspective which will allow us to align our public relations strategies more closely with the expectations of the City's key target audiences.



- **Establishing Goals and Objectives.** We know that the City wants to evolve its public relations program, change public perception and increase positive coverage of the municipality. TBA will work closely with the City to determine what will be achieved as a result of implementing the PR plan. What are our goals and how are we going to measure them? We want establish goals that are specific, measurable, attainable, relevant, cost-effective and timely to best serve the City.
- **Defining the Audience.** Who are you trying to reach and what do you need to communicate to them? The answer to this question is crucial. Defining our target audiences is one of the most important tasks when developing a comprehensive PR plan. It's the foundation of an effective strategy. We understand the City would like to target and engage with business owners, residents, tourists and site selectors to consider the City of Opa-Locka. But we want to go deeper to learn more. To do that, we will consider demographics with information like age, location, gender, income and education levels, marital status, occupation and ethnic background. We will also look at psychographics with data like interests, hobbies, lifestyle, attitudes and values. This information will allow us to get to know our target audiences by doing a deep dive into what motivates a particular action, such as book a vacation, find a restaurant or locate a new business. By developing a keen understanding of our target audiences and how they behave, we will be able to create customized content that resonates with them.
- **Developing Strategies and Tactics.** How are we going to communicate with our key target audiences? What are the most effective strategies we can employ to reach them? Our team will develop innovative strategies and techniques designed specifically to reach the target audiences we identify.
- **Creating a Crisis Communications Plan.** We understand that the City does not have a formal crisis communications plan in place. TBA will develop a plan as part of the PR plan. To create the plan, we will anticipate impactful issues, build a team and establish their roles, designate their roles, designate a spokesperson, develop a media statement and identify techniques to ensure we swiftly to minimize the damage in the event of a crisis while showing compassion to those affected. We will establish an early warning system and develop policies for debriefing after a crisis and implementing changes as a result of lessons learned, if any.
- **Developing an Action Plan, Timeline and Budget.** It is imperative that we establish project milestones, timelines and schedules to stay on track. Our team will work with the City to recommend an Action Plan that delivers results. We will also create a budget to ensure that resources are being spent effectively, yielding the best Return on Investment (ROI) for the City.
- **Measuring and Evaluating Effectiveness.** We will use a combination of campaign metrics, benchmarking and surveying/focus groups to measure and evaluate the effectiveness of our PR plan. We will determine the right combination and measure audience engagement every step of the way. We will present results in monthly campaign reports to the City that track metrics like:
  - Volume of media coverage
  - Website analytics
  - Social media engagement and reach

### ***TASK 3: Reviewing and updating the City's web and social media strategies.***

For this task, our team will build upon the communications audit we are going to conduct as part of developing a comprehensive public relations plan. We will thoroughly review the City's web and social media strategies and formulate recommendations for updates.

### ***TASK 4: Creating slogan/logo/tagline/etc. as appropriate.***

**Creating a new logo.** We understand that a memorable logo, built around eye-catching visuals and a repeatable tagline, can play a significant role in changing public perceptions about a municipality. Creating a standout logo calls for an image, and perhaps a phrase, that focuses attention on what the City has to offer. The design elements of a logo must play off the mission, services, and products of the City to deliver a solid return on the City's branding investment. To accomplish this task, our team will ensure that the logo we create has a strong, balanced image with little excess that would otherwise clutter its look. We will make sure it is distinctive and bold, making it easy to see at a glance. The logo will have stunning graphic imagery and works well with the City of Opa-Locka name. We will make sure it is done in an easy-to-read font, looks good in black and white, as well as in color and looks good on a webpage and in print.

**Creating an engaging tagline.** To develop a new tagline for the City, our team will hold brainstorming sessions with staff. From these sessions, we will develop tagline examples that we will bring back to staff for further consideration. Once a tagline has been selected, we will hold focus groups with staff and a small segment of the public to showcase the logo and tagline combinations our team has created. From the focus groups, we will be able to select and finalize a new logo and tagline for the City.

### ***TASK 5: Directing City communications when the City faces a crisis situation.***

Crisis communications is an essential component of any PR plan that we create for a client. We believe in always being prepared - before, during and after a crisis situation. Following are the central principles we follow when we build out a crisis communication plan.

- **Building Trusted Relationships with the Press Before You Need Them.** Nearly 100% of crisis management is the story a client tells in their defense. Although social media is an incredibly impactful communications tool, people form opinions through traditional news vehicles. Our first step should be to identify journalists at the most influential media outlets that cover the City's brand. Once identified, we arrange quarterly visits with the leadership of a client's organization to develop relationships with those journalists. These relationships can result in more positive stories, but more importantly, the level of trust you build will help when a crisis hits.
- **Preparing Responses to Likely Scenarios.** A client may get a call from a journalist who has to file a story quickly and only gives an hour to respond. But our clients are prepared for this scenario because we develop reactive media statements on likely adverse scenarios ahead of time, making our responses stronger and more impactful. A prepared statement will also help avoid internal chaos trying to search for input at the last minute. We also develop background information a journalist could use. We also identify any third-party influencers who could support a client's situation.
- **Identifying a Crisis Team and Identify a Spokesperson.** It is crucial that the right members of a client's crisis team are identified to speak with the media. We collaborate closely with clients to identify the most knowledgeable and responsive team members.

- **Developing a Crisis Contact Protocol.** Who do you contact in the event of a crisis? It's imperative that important contact information be stored securely and should include outside legal counsel and PR agency information. We also set up e-mail distribution groups, and work with our clients to look into the potential need to develop a micro-site dedicated to the crisis.
- **Developing Early Warning Systems.** Knowing about a potential crisis ahead of time is possible if there are early warning systems in place. We work with our clients to create simple systems that can them early to situations that could turn into larger reputational problems and hit the press.
- **Monitoring Reputation Online.** We use monitoring tool to track online discussions about a client. We also use a social media monitoring service to check daily for any negative conversations about a client.
- **Conducting Media Training.** We develop and facilitate media training for our clients to ensure that everyone from executive leadership to outside consultants know how to work with the media. We also develop training reference materials, which we make available online via corporate intranet or other secure means.
- **Communicating the Crisis Policy Internally.** Our clients want to make sure all employees and partners are aware of their crisis communications plan. We work with clients to provide updates to all employees. We have also worked with clients in the past to run specific training sessions. Employees should know never to comment to the press on issues, but to instead route requests to designated spokesperson. Likewise, they should also refrain from responding to situations on social media. We help our clients craft crisis communication plans that ensure their brand is protected at all times.

#### ***TASK 6: Improve the public and private sector's perception of the City.***

People often confuse public relations (PR) and marketing. PR activities are designed to sell a brand through positively managing the way it communicates with its stakeholders. Marketing activities, on the other hand, are designed to generate revenue, while PR creates a positive reputation through an effective communications and outreach strategy.

Where PR is the professional maintenance of a favorable public image by a company or organization, marketing is the business of promoting and selling products or services, which includes market research and advertising, to improve the public's perception. A PR professional uses the media to create awareness. PR professionals use social media to communicate with audiences, publications to provide information to audiences, and even advertising to drive awareness to content. PR professionals use trusted third parties like publications to create social proof and trust in our company and its products and services.

A marketer uses the media to generate demand. Marketers use social media to trigger need, to pose questions, to highlight implicit problems audiences have that a company will solve.

Marketers use advertising to reach audiences that aren't able to be reached organically. Our team knows the difference and works closely with our clients to develop effective PR and marketing strategies and tactics that align with client goals.

A typical marketing scope for our firm often includes:

Creating engaging advertising campaigns for new programs and initiatives.

- Buying advertising slots to support campaigns on relevant media platforms like radio, TV and online).
- Conducting relevant research to help drive the direction of marketing campaigns.
- Drafting a weekly newsletter for clients.

We believe in call-to-action marketing. We work with our clients to create methods that result in key target audiences to do something - join a mailing list, share a post on social media, write a review online or create a blog post. Our team understands that we will be working with the City to enhance the brand and increase awareness of City programs, activities, events and amenities. Branding is at the core of any marketing strategy. Therefore, it is essential to clearly define who a client is as a brand. As such, the public relations plan we create as part of this contract will include a section on how the City can develop an overall integrated approach to marketing that deliver exceptional Return-on-Investment (ROI).

***TASK 7: Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric.***

Our team will work closely with the City and follow the public relations plan that we create to ensure that we advise City staff on strategies and techniques to address any possible changes to the City's physical and social fabric. The tools identified in the public relations plan will ensure that this effort is seamless and successful.

***TASK 8: Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-Locka.***

Every day, our team interacts with national, state, regional and local media to pitch stories and convey ideas to reporters, editors, bloggers, influencers and content producers. We maintain comprehensive media databases that are updated on a monthly basis. We will make these contacts available to the City as we plan and execute public relations initiatives.

***TASK 9: Create/Design flyers for City events and functions.***

Graphic design is another area where our firm excels. We create award-winning visuals, flyers, infographics, print ads and other material to help municipalities share information with the public. For this contract, our team includes a dedicated creative director and graphic designer who will lead the City's design efforts.

***TASK 10: Assist City with planning major events.***

Our team assists our municipal clients with major events like press conferences, groundbreakings, concerts, charity galas and other events. We handle tasks related to concepting, event management, media relations, creative design, scripting, video production and other activities to make each event successful. For this contract, our team will work with the City promote and plan upcoming major events, generate ideas for new events - online and in-person.





TAB 05:  
EXPERIENCE AND  
QUALIFICATIONS



# EXPERIENCE AND QUALIFICATIONS

## **Specify the number of years the Proposer has been in business.**

The Brand Advocates, Inc. has been in business for over 25 years. We are an S-Corporation, incorporated in the State of Florida.

## **Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.**

The Brand Advocates (TBA) is uniquely qualified to provide services on this contract. In addition to our 25+ years of experience, our team offers a number of value-added benefits to the City, including responsive service, crisis communication services and strong fiscal management.

### **Responsive Service**

At TBA, we don't leave our clients hanging. When you call or email one of our team members, we will return your call or respond to your email within one (1) hour of receipt.

### **Crisis Communications**

Our firm has directly handled crisis communications for public sector clients like the Miami-Dade Expressway Authority, the Florida Department of Transportation, Jackson Health Foundation and others. We develop Crisis Communications Plans for our public sector clients and create the procedures and protocols necessary to ensure that our clients are distributing accurate information to the public at all times in the event of a crisis.

### **Strong Fiscal Management**

The TBA team controls costs on projects by utilizing internal financial control software that tracks costs and provides accurate budget management. We monitor and anticipate costs associated with new projects that come online, develop realistic budgets, adjust and delegate existing resources and forecast budgetary needs. Through this process, the TBA team can maintain an accurate picture of the contract budget at all times. We implement service reliability measures that help us to track and adjust our techniques and performance. These measures include anticipating the needs of our clients, adhering to budgets and contract terms and ensuring strict adherence to project schedules and deadlines. Having these measures in place allows our team to ensure that we are providing the highest level of service quality and reliability. With the TBA team, you won't have to rely on outside vendors for services like graphic design, website updating, video production, collateral development and photography. The City can take advantage of our team's in-house capabilities, eliminate uncertainty and ensure that campaigns and special projects are completed on time. We coordinate and track day-to-day activities and schedules and commit to invoicing the City for staff services and expenses in a timely manner, every 30 days. We will continuously review the Scope of Services to ensure the maximum level of client satisfaction is achieved at all times.

**Experience with Task Work Orders** We have extensive experience with Task Work Orders (TWOs) and have worked with them on contracts for FDOT, MDX, Miami-Dade County and the Florida Finance Housing Corporation, among others. Before we begin any communication or outreach tasks on this contract, we must first get permission from the City in the form of a Letter of Authorization (LOA). This will be clearly set forth the tasks to be accomplished for the specific time period covered in the LOA. Once this is completed, our team will have constant and



## **Attention to Quality Control and Timelines**

Time is critically important to delivery of excellent work product, which is why we build extra time into internal quality control processes and procedures. Our quality control protocols are based on clearly defined roles and responsibilities for each member of our internal Quality Control Team. Whether it's a fact sheet, talking points, website update, social media post or a print ad, the City can be assured we will deliver quality work product the first time around and error-free work, completed in a timely manner. We establish and implement realistic planning and scheduling, and adhere to established deadlines and milestones to ensure success on every assignment we are given. **We are a savvy team with the resources, management know-how, staff availability, and award-winning expertise and knowledge to successfully execute the tasks identified in the Scope of Services for this contract.**

Ms. Tasha Cunningham will serve as the day-to-day Project Manager for this contract. She will be available to the City to attend meetings, respond to telephone calls, respond to specific inquiries and draft and distribute press releases.

## Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

The Brand Advocates is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE). We are a boutique, 10-person firm, located in nearby Wynwood. We bring decades of experience in all areas of the Scope of Services including public relations and crisis communications. Our award-winning firm specializes in handling the communications needs of public sector agencies, and national and regional brands. Following is an overview of experience in the Scope of Services and the key target audiences. The Scope of Services for this procurement specifically calls attention to several areas where the City would like to focus efforts for this branding initiative. Our firm has extensive experience in each of these areas. Creating a comprehensive communications program is about more than just logos and taglines. It requires experience, knowledge of industry trends, foresight and creativity. We have created brand identities that create buzz and win awards. Following is a snapshot of our experience:

### CLIENT: JOHNSON & JOHNSON



Our firm has created multiple brand campaigns for our private sector clients like Johnson & Johnson and municipal clients like the City of Miami Gardens. For Johnson & Johnson, we recently developed a brand identity, brand guidelines and a targeted global campaign for the company's Mentor division. So far this year, this effort has **won three national awards** including a Silver Davey Award for Best Brand Identity. Our firm specializes in building brand campaigns that are rooted in solid data. To develop the brand identity for Johnson & Johnson's new Mentor division, our team surveyed key target audiences including woman recovering from breast cancer, the internal sales staff and others.

### CLIENT: CITY OF MIAMI GARDENS



For the City of Miami Gardens, our firm developed a public relations plan and provides ongoing media relations support for the Hard Rock Stadium Pedestrian Bridge and Tunnel Project. This \$17 million project will prepare the stadium for major events in 2019 like the Super Bowl and the Jazz in the Gardens concert. This is a signature project for the City of Miami Gardens and involves the coordination and cooperation of multiple community and governmental organizations, spearheaded by our firm.

### CLIENT: MIAMI-DADE EXPRESSWAY AUTHORITY (MDX)



Our firm worked with the Miami-Dade Expressway Authority (MDX) to create the project branding and all associated collateral materials for the MDX Frequent Driver Rewards Program, a one-of-kind toll rebate program that offered drivers up to 30% cash back on the tolls they spent each year. In 2015, the program **won a PR News Platinum PR Award** in the Community Relations category. The program also garnered local and national PR attention, resulting in over more than \$500K in earned media. for the agency.



**CLIENT:**  
FLORIDA HOUSING FINANCE CORPORATION



The Brand Advocates is the Agency of Record (AOR) for the Florida Housing Finance Corporation, a state agency focused on affordable housing. In 2017, the firm launched a comprehensive, multilingual brand awareness campaign to promote the agency's Foreclosure Counseling Program, which encouraged homeowners on the brink of foreclosure to partner with a local agency to modify their mortgages and stay in their homes. We created branding, developed a strategic marketing plan, placed over \$250K in media buys statewide and earned more than \$200K in free media for the initiative. As a result of our efforts, participation in the program increased by more than 30%.

**CLIENT:**  
FLORIDA DEPARTMENT OF TRANSPORTATION



Since 2010, our team has worked with the Florida Department of Transportation (FDOT) on a number of transportation projects to increase community engagement. Most notably, the SunRail Commuter Rail Project in Central Florida, which encompasses Orlando and surrounding areas. Our team was tasked with preparing FDOT to launch new commuter rail service in Central Florida. This required an

extensive community engagement campaign to bring residents, business owners and tourists out of their cars and into the train. For the start of revenue service in 2014, our team was tasked with ensuring that at least 25,000 passengers rode the train on opening day.

Our efforts included making hundreds of presentations in Central Florida and surrounding areas, reaching out to local business as part of the SunRail Business Development Program and developing the #RideSunRail social media initiative to promote opening day across multiple platforms. As a result, over 60,000 people rode the train on opening day and we garnered national PR attention on MSNBC, CNN and other outlets.

**CLIENT:**  
CITY OF KISSIMMEE GATEWAY AIRPORT

**Why Does the Aerospace Industry Continue to Grow at Kissimmee Gateway Airport?**

1. Kissimmee Gateway Airport (KGA) offers **special incentives** for the aerospace industry, including commercial space activity, manufacturing equipment, maintenance and repair.
2. The airport's location as a gateway to space and a strategic air traffic hub for the Western Hemisphere will **help your business soar** to new heights.
3. Kissimmee offers a **robust industry workforce**, from rocket scientists to pilots, that stands ready to help your business grow.
4. Florida is a **top-ranked destination** in the U.S. for aerospace manufacturing businesses.

**KISSIMMEE GATEWAY AIRPORT**  
[www.KissimmeeAirport.com](http://www.KissimmeeAirport.com)  
#DiscoverKGA

The Brand Advocates is the Agency of Record (AOR) for the Kissimmee Gateway Airport. This general aviation airport is owned by the City of Kissimmee, in Central Florida. We recently launched a series of print ads and editorial placements for a campaign called "Count on Kissimmee" to promote the airport's proximity to major innovation hubs like NeoCity, tourist attractions like Disney and aerospace facilities like the National Aeronautics and Space Administration (NASA). The ads are currently running in Florida Trend and Site Selection Magazine, among other publications. In 2020, the firm won a national Communicator Award for our work.



Tourism is a critical component of the City's public relations plan. Our firm has experience working with municipalities on campaigns that promote sustainable tourism by educating visitors, residents and business owners about how small changes in their behavior can help preserve the environment in the City of Key West.

**CLIENT:**  
CITY OF KEY WEST



From 2011 to 2015, the Brand Advocates team was tasked by the City of Key West Sustainability Office to create a campaign that encouraged residents, tourists and business owners to adopt green behaviors and do their part to preserve the pristine



"island" lifestyle the City affords. Services provided for this project included branding, messaging, graphic design, creative development and media buying. This project was completed on-time and on budget.



**CLIENT:**  
JACKSON HEALTH FOUNDATION

The Brand Advocates serve as the Agency of Record (AOR) for Jackson Health Foundation. In 2018, the foundation partnered with Bal Harbour Shops to create an annual signature event to raise funds for Holtz Children's Hospital, one of the largest children's hospitals in the southeast United States.

The event, called Ice Cream We Love, is a fun-filled weekend featuring a curated lineup of delicious ice cream vendors from around the United States.

In 2018, the event was attended by over 3,000 people including local residents to tourists from around the world. The event honors Stanley Whitman, the founder of Bal Harbour Shops.

Our team handled public relations and creative design. We partnered with reporters and editors to promote the event resulting national coverage from media outlets like CNN and **won a 2018 PR Daily Non-Profit PR Award.**

2022

United States



Vero Beach Regional Airport

## Vero Beach Regional Airport Website



Entrant Company

The Brand Advocates, Inc.

Category

Website - Transportation





2022

United States



City of Fort Lauderdale Beach  
Business Improvement District

**FTLBeach**



Entrant Company

The Brand Advocates, Inc.

Category

Corporate Identity - Logos



2022

United States



Kissimmee Gateway Airport

## "Let's Talk Aviation" Advertorial



Entrant Company

The Brand Advocates, Inc.

Category

Branded Content - Advertorial



2022

United States



GiveMiamiDay  
ANNIVERSARY

Jackson Health  
FOUNDATION.  
*Making miracles happen.*

Jackson Health System/Jackson  
Health Foundation

## Jackson Health Foundation "Give Miami Day" Campaign

Entrant Company

The Brand Advocates, Inc.

Category

Social Media - Healthcare & Pharma





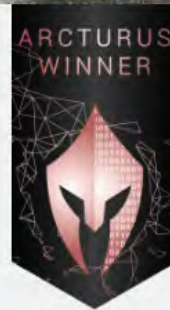
2022

UNITED STATES



The Broward MPO

**The Broward MPO  
Speak Up Broward  
Campaign Social Media**



Entrant Company

**The Brand Advocates**

Category

Social Media (Campaign) - Social  
Presence



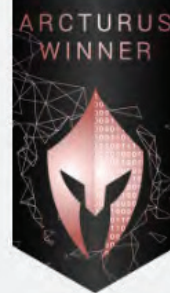
2022

UNITED STATES



The Broward MPO

**The Broward  
Metropolitan Planning  
Organization (MPO)  
Website**



Entrant Company

**The Brand Advocates**

Category

Website & Mobile Sites -  
Transportation





## Experience and Expertise of the Project Manager and Team

DEDICATED  
ACCOUNT TEAM  
SIZE

6

NUMBER OF  
SUCCESSFULLY  
COMPLETED  
SIMILAR

350

LANGUAGES  
SPOKEN

4

YEARS OF  
EXPERIENCE  
WORKING IN  
TRANSPORTATION  
INDUSTRY

20+

YEARS OF  
EXPERIENCE IN  
SCOPE OF  
SERVICES

20

Tasha Cunningham, will serve as project manager (PM) for this contract. Ms. Cunningham is an outstanding PM with over 20 years of experience in marketing, branding and public relations. **Ms. Cunningham holds a Certified Associate in Project Management (CAPM) credential, issued by the Project Management Institute (PMI).** She holds a bachelor's degree in public administration from Florida International University (FIU). She serves as project manager and account executive for several municipal accounts including the City of Kissimmee Gateway Airport, the Vero Beach Regional Airport, the Broward Metropolitan Planning Organization (BMPO), FDOT, and the City of Fort Lauderdale Community Redevelopment Agency, among others. She is responsible for the development, implementation and oversight of communications tasks and has managed multi-million dollar contract budgets for public clients.

For this contract, Ms. Cunningham will manage the team and all contract resources to ensure that assigned tasks are successfully completed and delivered, on time and on budget. She will oversee a diverse team of talented individuals. Our team's key personnel includes award-winning public communications professionals with over 20 years of combined experience in marketing, branding, public relations and intergovernmental coordination.

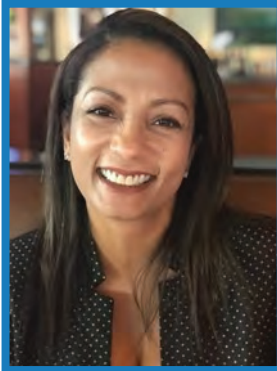
Our team is responsible for attending weekly meetings with different project teams, coordinating with reporters, editors, and producers, preparing project information, and managing social media platforms on Facebook, Twitter, LinkedIn and Instagram for our clients. We also handle government outreach, digital marketing, branding, workshops, and training for clients in transportation, healthcare, and affordable housing including the City of North Miami, the City of Miami Lakes, the City of Vero Beach, and the City of Homestead.

Our team is bilingual and speaks and writes in English and Spanish. Our team members are also fluent in American Sign Language (ALS). Our team also includes creative directors, copywriters and public relations specialists who have worked on marketing and branding campaigns for Vero Beach Regional Airport, Brightline, Sallie Mae, Miami Bayside Foundation, Kissimmee Gateway Airport, Jackson Health System, American Airlines and other national brands.

We intend to supplement our team with Tampa-based businesses as part of our team. **Per the requirements of the RFP, we have included profiles of our team's key personnel who will be performing work on this contract beginning on the following page.**

# BIOGRAPHICAL RESUME

## Tasha Cunningham, CAPM, Project Manager



Ms. Cunningham will serve as Project Manager (PM) on this contract. She has more than 20 years of experience managing multi-million dollar public sector contracts for municipalities, government agencies and community organizations. She currently serves as a PM on marketing, branding and public relations contracts for the City of Kissimmee Gateway Airport in Osceola County, the Vero Beach Regional Airport in Indian River County, and the Speak Up Broward Phase 3 outreach campaign for the Broward Metropolitan Planning Organization (BMPO) in Broward County. Ms. Cunningham's role is to manage day-to-day tasks, offer high-level insight, and monitor contract resources to ensure all tasks are completed on time and on budget. She will be responsible for integral project management tasks, such as developing a strategic marketing plan, to ensure the highest Return on Investment (ROI) for the Naples Airport Authority. Ms. Cunningham is instrumental in developing the marketing and communications plans used by clients as road maps to define strategies for growth, and determine available contract resources and how they can be maximized.

Ms. Cunningham assigns tasks and deadlines, and empowers her team with the tools they need to succeed. She defines, schedules, and accurately estimates the duration of assigned tasks on the contracts she manages to develop and maintain a realistic schedule for completion. Ms. Cunningham monitors contract budgets and ensures that clients always have a 360° view of available contract resources. To achieve work quality and client satisfaction with the TBA team, Ms. Cunningham maintains constant communication, reporting on progress and receiving feedback. In her role as PM, she ensures that her team is ready to tackle any issues that may arise, working quickly toward resolving them. To make sure a project is progressing as planned, she constantly measures and compares metrics against strategic marketing and communications plans that she and her team creates. She writes monthly status reports that are used by clients to track progress. She is also responsible for financial tracking and invoice submittals on the contracts she manages.

### **EDUCATION**

Ms. Cunningham holds a Bachelor of Public Administration degree from Florida International University (FIU). She is a Certified Associate in Project Management (CAPM), accredited by the Project Management Institute (PMI). Ms. Cunningham also holds a professional certificate in Project Management Principles and Practices from the University of California at Irvine.

## EXPERIENCE SNAPSHOT

### **City of Vero Beach Regional Airport (2020 – Present)**

TBA serves as the Agency of Record (AOR) for the City of Vero Beach Regional Airport. Ms. Cunningham serves as PM and account executive for this contract. In this role, she leads a team of five that provides marketing, branding and advertising, public relations, marketing and digital services. She is spearheading a rebrand of the airport which will include a new logo, website, brand guidelines, new social media platforms and the development of new marketing materials.

### **City of Kissimmee Gateway Airport Agency of Record (2017 – Present)**

The Brand Advocates (TBA) team serves as the Agency of Record (AOR) for Kissimmee Gateway Airport. Ms. Cunningham serves as PM. In this role, she leads a team that provides advertising, public relations, marketing, digital and e-mail support. TBA developed a five-year integrated marketing plan for the airport, which the firm is responsible for implementing. Through a strategic marketing partnership, TBA also works closely with Experience Kissimmee, the tourism arm for the city, to promote the airport and surrounding areas.

### **City of Fort Lauderdale Beach Improvement District (2020 – Present)**

In 2020, the TBA team won a contract to manage the City of Fort Lauderdale Beach Improvement District, which Ms. Cunningham manages. The Beach Business Improvement District (BID) was created in 2007 to make recommendations on services, enhancements, special programs, marketing, branding and events on the beach. The BID is comprised of commercial properties fronting on SR A1A, from Harbor Drive North to Sunrise Boulevard. Its boundaries overlap the Beach Community Redevelopment Area (CRA). In her role as PM on this contract, Ms. Cunningham manages the BID Advisory Committee, coordinates marketing campaigns and handles special events. She also makes presentation to the county and city commissions and manages the administration of grant funds. The BID is part of the City of Fort Lauderdale CRA.

### **SunRail Brand Launch and Design-Build Construction (2011 – 2016)**

TBA, led by Ms. Cunningham, handled branding, marketing, public involvement and web development for this commuter rail project on behalf of the Florida Department of Transportation, District Five. Working with stakeholders in multiple counties across Central Florida, Ms. Cunningham managed a team of 10 public information specialists. The team also managed safety outreach and created the SunRail.com website to keep stakeholders informed about project construction. She also led the development of fact sheets and other collaterals and to managed the project's social media platforms. Ms. Cunningham also spearheaded the project's groundbreaking, managed the SunRail City Center Community Outreach Office, and manned the SunRail Construction Hotline, which is now part of the SunRail Operations and Control Center in Sanford, Florida.

## **AWARDS**

### **Vega Digital Award (Gold) (2021)**

Ms. Cunningham and her team were honored with a national Vega Digital Award (Gold) for the social media platforms and new website designed on behalf of Kissimmee Gateway Airport. The team was also recognized with a Gold Award for their work on behalf of Jackson Health Foundation, the fundraising arm of Jackson Health System, Miami-Dade County's public hospital.

### **Communicator Award of Excellence (2020)**

Ms. Cunningham and her team were honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

### **Project of the Year - CAACE CATEGORY II (2019)**

The Hard Rock Pedestrian Bridges and Tunnels Projects was completed in preparation for the Super Bowl at Hard Rock Stadium in February 2020. The TBA team handled public information during construction, community outreach, website development, social media and media relations. The project was selected as Project of the Year by the Cuban-American Association of Civil Engineers, and won a national Davey Award for best video production.

# BIOGRAPHICAL RESUME

## Courtney Cunningham, Deputy Project Manager



Mr. Cunningham will serve as an advertising executive on this contract. He is an award-winning advertising industry with over 20+ years of combined experience in public sector communications, public affairs, community outreach, media relations and intergovernmental coordination. Mr. Cunningham currently serves City of Kissimmee Gateway Airport in a lead role as an advertising executive. He is the main point of contact for the media, elected and appointed officials and other stakeholders. He is responsible for attending weekly meetings with different project teams, coordinating with reporters, editors, and producers, preparing project information, and managing social media platforms on Facebook, Twitter and Instagram. He also develops collateral materials including videos, fact sheets

and photo galleries. For this contract, Mr. Cunningham will develop advertising plans, execute media buys, develop press kit materials for media outlets, including press releases, images, pitch letters, case studies, feature articles, and trend stories. He will cultivate and maintain relationships with regional and national media outlets and arrange for press conferences, interviews, and other media and event appearances.

Mr. Cunningham will write speeches, respond to requests for information from media outlets, evaluate advertising and promotional programs to ensure they align with the PR goals of Orange County government for this contract. He will also track, evaluate, and share results of our team's PR and advertising efforts and coordinate scheduling and logistics as necessary.

For over five years, Mr. Cunningham served the District in a lead role as the Community Liaison Officer on the I-395/SR836/ I-95 Design-Build Project. He was the main point of contact for stakeholder inquiries on the project and managed the community outreach office in Overtown, a suburb of Miami, Florida. He developed collateral material including fact sheets, project maps, PowerPoint presentations and fliers.

He managed the project website and coordinated over 25 community presentations to the public and executed milestone events for the project including the Industry Workshop and Industry Forum and coordinated the Aesthetic Steering Committee (ASC) for the project. Mr. Mitchell has handled construction public information on transportation projects for the Miami-Dade Expressway Authority (MDX) and Miami-Dade County Transportation and Public Works Department including the MDX Dynamic Message Sign Installation and the West Venetian West Bascule Bridge Design-Build Project.

He was responsible for maintaining stakeholder databases, writing press releases, speeches and talking points for the project team and coordinating with elected and appointed officials about construction activity. He has recent experience, a strong work ethic and commitment to providing high quality service. For this contract, Mr. Cunningham will be responsible for advertising strategies, project research, database development, coordinating mass mailings, drafting collateral material including fact sheets, brochures and flyers, conducting outreach, planning public meetings and special events, drafting community awareness plans and other duties as assigned.



# EXPERIENCE SNAPSHOT

## **EDUCATION**

Mr. Cunningham holds a Bachelor of Science degree in political science from the University of Florida, and a Juris Doctorate from the University of Florida School of Law.

### **City of Kissimmee Gateway Airport Agency of Record (2017 – Present)**

The Brand Advocates (TBA) team serves as the Agency of Record (AOR) for Kissimmee Gateway Airport. In this role, Mr. Cunningham is responsible for executing tasks related to social media management, advertising, public relations, marketing, digital and e-mail support. Mr. Mitchell worked closely with the team to develop and implement a five-year integrated marketing plan for the airport.

### **City of Altamonte Springs Public Relations Agency of Record (2019 – 2021)**

TBA serves as the Agency of Record (AOR) for the City of Altamonte Springs. Mr. Cunningham served as an advertising executive. In this role, he led a team that provides PR support, media relations coordination and press release writing for the city's 100th Anniversary Centennial Celebration.

### **Commitment 2045 Metropolitan Transportation Plan (2018 – 2020)**

Mr. Cunningham served as a public information specialist for Commitment 2045, the Broward MPO's Metropolitan Transportation Plan. Mr. Cunningham was the main point of contact with the community and works with the MPO to schedule presentations, staff outreach events, handle photography and videography and develop meeting minutes. He coordinated over 20 presentations throughout Broward County for this project.

### **Hard Rock Pedestrian Bridge and Tunnel Project (2018 – 2020)**

Mr. Cunningham served as a senior public information specialist for this project, which involved the design and construction of a pedestrian bridge and two tunnels to prepare Hard Rock Stadium for the Super Bowl in February 2020. He worked closely with the project team to keep the public informed about construction and other activities. Mr. Mitchell developed and delivered more than a dozen presentations about the project to community organizations, schools and civic groups.

### **Venetian Causeway PD&E Study (2015 – Present)**

Mr. Cunningham serves as a public information specialist for this study, working on behalf of FDOT District Six. The study examines the possible replacement or rehabilitation of the functionally obsolete structures that are rapidly deteriorating. Mr. Mitchell is responsible for the coordination of public meetings, maintaining stakeholder databases and working with the residents, business owners and the media to resolve issues.

### **West Venetian Bascule Bridge Replacement Project (2015 – 2017)**

Mr. Cunningham served as the public information specialist for this bridge replacement project. He was responsible for working closely with the project team to keep stakeholders informed and developed project collateral and developed social media channels on Facebook and Twitter.



# AWARDS

## **Davey Award for Video Production Excellence (2021)**

Honored with a national Davey Award in the video production category for a video created on behalf of the City of Miami Gardens and Hard Rock Stadium to showcase a major construction project that was designed to enhance safety ahead of the 2020 Super Bowl.

## **Vega Digital Award (Gold) (2021)**

Honored with a national Vega Digital Award (Gold) for the social media platforms and new website designed on behalf of Kissimmee Gateway Airport. Also recognized with a Gold Award for their work on behalf of Jackson Health Foundation, the fundraising arm of Jackson Health System.

## **Communicator Award of Excellence (2020)**

Honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

## **Project of the Year - Hard Rock Pedestrian Bridges and Tunnels (2019)**

The Hard Rock Pedestrian Bridges and Tunnels Projects was completed in preparation for the Super Bowl at Hard Rock Stadium in February 2020. The Brand Advocates team handled public information during construction, community outreach, website development, social media and media relations. The project was selected as the CAACE Category II Project of the Year by the Cuban-American Association of Civil Engineers Category II.

## **Annual Healthcare Advertising Awards (2018)**

TBA was awarded three prizes in the 35th Annual Healthcare Advertising Awards on behalf of clients Johnson & Johnson and Stryker. The TBA team won a Silver prize for a brochure we created to help Johnson & Johnson team in their Mentor division increase sales. For Stryker, the team won Bronze and Merit prizes for an acquisition announcement video we created and a brochure for their PneumoClear product line. The awards are the oldest and most widely respected health care advertising awards.

## **Davey Awards (2018)**

TBA was awarded a Silver award for Best Brand Guidelines/Identity System on behalf of national healthcare brand Johnson & Johnson.

## **Platinum PR Award (PR News), Community Relations (2015)**

Won the 2015 Platinum PR Award from PR News in the Community Relations category for the development of the MDX Frequent Driver Rewards Program for the Miami-Dade Expressway Authority (MDX).

# BIOGRAPHICAL RESUME

## Nicoleta Hinrichs, Social Media Manager



Nicoleta Hinrichs will serve as Social Media Manager on this contract. She has more than 10 years of experience managing social media for municipalities, government agencies and community organizations. She currently creates and manages social media content calendars for the City of Kissimmee Gateway Airport in Osceola County, the Vero Beach Regional Airport in Indian River County, and the Broward Metropolitan Planning Organization (BMPO) in Broward County. Ms. Hinrich's role is to manage day-to-day social media tasks, offer high-level insight, develop strategies to increase engagement across platforms like Facebook, Instagram, Twitter, LinkedIn, and Clubhouse. Ms. Hinrichs is instrumental in working with client account teams to monitor social media platforms in real-time, and creating responses to questions and comments received.

Ms. Hinrichs works out of the firm's Tampa office. She defines, schedules, and accurately estimates the duration of assigned tasks on the contracts she manages to develop and maintain a realistic schedule for completion. In her role as Social Media Manager, she ensures that her team is up-to-date on new and emerging technologies, national trends, and other key information to keep clients on the cutting-edge. She constantly measures and compares metrics against strategic social media management plans that she and her team creates. She writes monthly status reports that are used by clients to track progress.

Ms. Hinrichs also manages other elements of digital outreach for clients including developing monthly e-newsletters, videos, and social media banners. She is also a seasoned graphic designer who is proficient in Adobe Photoshop, Lightroom, Illustrator; VideoPad, VideoScribe, and iMovie. She is fluent in French and English.

### **EDUCATION**

Ms. Hinrichs holds a Bachelor of Arts with a major in applied video sciences from New Bulgarian University in her native Bulgaria, where she lived before coming to the U.S. and settling in Tampa.

## EXPERIENCE SNAPSHOT

### **City of Vero Beach Regional Airport (2020 – Present)**

TBA serves as the Agency of Record (AOR) for the City of Vero Beach Regional Airport. Ms. Hinrichs serves as Social Media Manager for this contract. In this role, she leads a team of graphic designers and copywriters who develop images, infographics, monthly e-newsletters, fact sheets, and other digital and print communications. She creates and manages monthly social media content calendars, and analytics reports.

### **City of Kissimmee Gateway Airport Agency of Record (2017 – Present)**

TBA serves as the Agency of Record (AOR) for the City of Kissimmee Gateway Airport. Ms. Hinrichs serves as Social Media Manager for this contract. In this role, she leads a team of graphic designers and copywriters who develop images, infographics, monthly e-newsletters, fact sheets, and other digital and print communications. She creates and manages monthly social media content calendars, and analytics reports.

### **City of Fort Lauderdale Beach Improvement District (2020 – Present)**

In 2020, the TBA team won a contract to manage the City of Fort Lauderdale Beach Improvement District (BBID). The BBID is part of the City of Fort Lauderdale CRA. The BBID was created in 2007 to make recommendations on services, enhancements, special programs, marketing, branding and events on the beach. The BID is comprised of commercial properties fronting on SR A1A, from Harbor Drive North to Sunrise Boulevard. Its boundaries overlap the Beach Community Redevelopment Area (CRA). In her role as Social Media Manager on this contract, Ms. Hinrichs manages the "Discover FTLBeach" campaign social media activities, which was launched in partnership with Visit Lauderdale, the county's tourism agency. Ms. Hinrichs also coordinates marketing campaigns and handles special events.

## **AWARDS**

### **Vega Digital Award (Gold) (2021)**

Ms. Hinrichs and her team were honored with a national Vega Digital Award (Gold) for the social media platforms and new website designed on behalf of Kissimmee Gateway Airport. The team was also recognized with a Gold Award for their work on behalf of Jackson Health Foundation, the fundraising arm of Jackson Health System, Miami-Dade County's public hospital.

### **Communicator Award of Excellence (2020)**

Ms. Hinrichs and her team were honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

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# BIOGRAPHICAL RESUME

## Orlando Espinosa, Account Executive



For this contract, Mr. Espinosa will utilize his extensive experience in Hispanic media relations and marketing to engage, educate and empower the community. Mr. Espinosa handles government outreach, digital marketing, branding, workshops, and training for clients in transportation, healthcare, and affordable housing including the City of North Miami CRA, the City of Miami Lakes, the City of Vero Beach, and the City of Homestead. He is bilingual and speaks and writes English and Spanish. He is also fluent in American Sign Language (ALS). In addition, Mr. Espinosa leads Hispanic outreach, workshops, and training statewide for the U.S. Small Business Administration, American Airlines and U.S. Southern Command. He also plans, develops, and conducts grassroots initiatives for the community through presentations and workshops. He represents organizations at high schools, colleges/universities, career fairs, and conferences.

Mr. Espinosa also served as the national spokesperson for Sallie Mae, working with media throughout the nation to promote the organization's programs and initiatives. He facilitated over 900 educational workshops throughout the United States.

Mr. Espinosa continues to develop and implement innovative outreach programs to help small business owners, college-bound youth and the disadvantaged. He recently partnered with Miami Bayside Foundation and Truist, the company formed it December 2019 as the result of the merger of BB&T and SunTrust Banks, to create a digital marketing series that served two cohorts of struggling small business owners. Consultants in the program, including the Brand Advocates team, counseled entrepreneurs and created marketing plan, websites and brand identities for a total of 80 small business owners, in just three months.

Mr. Espinosa has a successful track record working with government entities, municipalities, public agencies and others handling public relations, training and special events, both virtual and in-person. Most recently, Mr. Espinosa worked with the SBA and over 20 municipalities in Miami-Dade County to educate business owners about the provisions of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

As a technical adviser for the Broward County Office of Economic and Small Business Development, he was responsible for assisting small business owners seeking loans funds through the Paycheck Protection Program (PPP) and the Economic Injury Disaster Loans. Mr. Espinosa provided counseling services in both English and Spanish.

### **EDUCATION**

Mr. Espinosa holds a master's degree in education from Nova Southeastern University and a bachelor's degree in communications from Lee University.

# AWARDS

## **U.S Small Business Administration (SBA) Advocate of the Year (2016)**

Mr.Espinosa won this statewide award for his diligent work promoting small businesses and entrepreneurship on behalf of the SBA in Florida.

## **U.S Small Business Administration (SBA) Advocate of the Year (2018)**

Mr. Espinosa won this statewide award for his advocacy work promoting small businesses and entrepreneurship on behalf of the SBA in Florida. He worked with over 100 small businesses in the United States as part of the SBA Emerging Leaders entrepreneurship program.



# BIOGRAPHICAL RESUME

## Raul Sanchez, Creative Director and Graphic Designer



Mr. Sanchez will serve as the Creative Director and Graphic Designer for this contract. He is an award-winning, bilingual professional who writes and speaks both English and Spanish. He provides art direction, graphic design, and other creative services for our firm's public and private sector clients. He is responsible for the development and implementation of strategic creative campaigns in multiple languages. He reviews and approve designs, artwork, photography, and graphics developed by other staff members and present designs and concepts to the team for approval. For this contract, he will work with the account team to produce new, creative ideas, manage promotional campaigns, and create marketing materials.

In his role as creative director, Mr. Sanchez evaluates trends, assesses new data, and stays up-to-date on the latest trends in design, marketing and public relations. He creates and implements tailored marketing plans based on individual client needs and requirements. He also directs brainstorming meetings and creative sessions.

He shapes brand standards and creates procedures to ensure all materials he designs are appropriate for a brand. Mr. Sanchez also supervises the daily workflow of the creative team, assign project workload, and monitors deadlines and budgets. He is certified in graphic design programs like InDesign, Adobe, Illustrator, Photoshop, and CorelDraw Graphics.

Mr. Sanchez creates award-winning marketing campaigns, collateral materials and videos for clients that include the City of Miami Gardens, Johnson and Johnson, the City of Kissimmee, the City of Fort Lauderdale, Florida Housing Finance Corporation, the Florida Department of Transportation and many others. His work has been featured in magazine articles, on billboards, on promotional items and in television commercials.

Mr. Sanchez works with a team of graphic designers, videographers and others to plan advertisements, monitor brand campaigns, create and revise presentations, and develop brand books and storyboards for clients across industries like transportation, affordable housing, tourism and healthcare.

### **EDUCATION**

Mr. Sanchez holds a Bachelor of Arts degree in Graphic Design from the Design Institute of Caracas in Venezuela.

# EXPERIENCE SNAPSHOT

## **Kissimmee Gateway Airport (2017 – Present)**

Mr. Sanchez provides graphic design and creative services for public sector campaigns for clients that include the City of Kissimmee Gateway Airport, the Florida Department of Transportation, the City of Miami Gardens and others. He recently designed a series of print ads featuring the airport that have appeared in publications statewide, garnering a national 2020 Communicator Award of Excellence from the Academy of Interactive and Visual Arts.

## **Johnson and Johnson (2016 – 2019)**

Mr. Sanchez provided graphic design and creative services for the global relaunch of Johnson & Johnson's Mentor division. He developed print ads, brand guidelines, website and social media graphics and other collateral. The campaign won three national healthcare awards in 2018.

## **MDX Frequent Driver Rewards Program (2015 – 2018)**

Mr. Sanchez provided graphic design and creative services for the branding of the Miami-Dade Expressway Authority (MDX) Frequent Driver Rewards Program, which refunds drivers on the system's five expressways up to 30% of what they spent on tolls each year. The program won several national awards in 2015.

## **MDX Road Rangers Program (2015 – 2018)**

To promote this safety program, Mr. Sanchez developed branding, which was used on billboards, vehicle wraps, newsletters, fact sheets, presentation templates, maps, information boards and other collateral material. TBA helped the agency create a partnership with Univision to sponsor the program and Mr. Sanchez was instrumental in developing concepts and designs that resonated with the program's key target audience - drivers who use MDX roadways every day.

## **Venetian Causeway PD&E Study (2015 – Present)**

Mr. Sanchez develops newsletters, fact sheets, presentation templates, maps, information boards and other collateral material for this Project Development & Environment Study on behalf of FDOT District Six.

## **I-395 Design-Build Project (2014 – 2019)**

Mr. Sanchez developed fact sheets, presentation templates, maps, information boards and other collateral material for this design-build project on behalf of FDOT District Six.

# AWARDS

## **Communicator Award of Excellence (2020)**

Honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

## **Annual Healthcare Advertising Awards (2018)**

Awarded three prizes in the 35th Annual Healthcare Advertising Awards on behalf of clients Johnson & Johnson and Stryker. The TBA team won a Silver prize for a brochure we created to help the Johnson & Johnson team in their Mentor division increase sales. For Stryker, the team won Bronze and Merit prizes for an acquisition announcement video we created and a brochure for their PneumoClear product line. The awards are the oldest and most widely respected health care advertising awards.

## **Davey Awards (2018)**

TBA was awarded a Silver award for Best Brand Guidelines/Identity System on behalf of national healthcare brand Johnson & Johnson.

## **Platinum PR Award (PR News), Community Relations (2015)**

Won the 2015 Platinum PR Award from PR News in the Community Relations category for the development of the MDX Frequent Driver Rewards Program for the Miami-Dade Expressway Authority (MDX).

# BIOGRAPHICAL RESUME

## Macarena Zilveti, Media Buyer/Planner



Ms. Zilveti will serve as a Media Buyer/Planner for this contract. She has award-winning experience working at large advertising agencies on campaigns for the California Department of Transportation (Caltrans), the Orange County Transportation Authority, Royal Caribbean Cruise Lines, Publix, and the Florida Lottery. For this contract, she will research relevant industry topics to identify new advertising opportunities, work with the team to create original content, produce, and publish Proof of Performance reports. Ms. Zilveti will edit and fact-check content, use SEO tools and techniques to optimize content, collaborate with designers to develop graphics and work with the creative team to generate innovative ideas. Ms. Zilveti has worked at major advertising agencies like Young & Rubicam, GrupoUno and Sanchez & Levitan, where she wrote copy and managed media buying accounts for brands like Marshall's, TJMaxx, Kraft and the Susan G. Komen Breast Cancer Foundation, to name a few. Ms. Zilveti has decades of experience working for major advertising agencies, where she honed her media buying

skills working for major brands.

### **EDUCATION**

Ms. Zilveti holds a Bachelor of Fine Arts degree in Advertising from Syracuse University.

## EXPERIENCE SNAPSHOT

### **Media Buying Consultant (2009 – Present)**

Ms. Zilveti provides creative consultation and media buying services for a diverse group of brands including Baptist Health System, St. Thomas University, and the Women's Chamber of Commerce of Miami-Dade County.

### **GrupoUno (1998-2009)**

As Associate Media Buyer and Planner, Ms. Zilveti managed a local creative team of nine professionals and supervised affiliate agency creatives abroad for clients including American Airlines, Citibank, Jackson Memorial Hospital, Canon, Nokia, Johnson & Johnson, and UPS.

### **Sanchez & Levitan (1997 – 1998)**

As Associate Media Buyer and Planner, Ms. Zilveti created and supervised marketing campaigns for regional and national clients including Bellsouth, Chivas Regal, Florida Lottery, Marshalls, and TJ Maxx, billing over \$12 million annually.

**Creative Consultant (Media Buying and Planning) (1996-1997)**

Ms. Zilveti provided advertising, media buying, marketing and creative consultation to local ad agencies and clients including Royal Caribbean Cruise Lines, Johnny Walker Black Label, Publix, and Texaco.

**Start Advertising (1991-1996)**

Ms. Zilveti worked closely with clients in developing marketing materials and events to effectively reach their goals and increase revenue. She created client estimates and managed profitability procedures. She managed the creative and marketing team. Ms. Zilveti also created and produced strategic media buying campaigns for clients like the California Department of Transportation (Caltrans), the Orange County Transportation Authority (OCTA) and Susan G. Komen Breast Cancer Foundation.

## AWARDS

**Silver Addy (2012)**

Ms. Zilveti won an Addy Award for work she produced on behalf of Baptist Health System.

**New York Visual Club Award of Excellence (2010)**

Ms. Zilveti won this award for work she produced on behalf of Johnson & Johnson.

**Orange County Ad Awards (1996)**

Ms. Zilveti won this award for work she produced on behalf of the Orange County Transportation Authority in California.





TAB 06:  
SCHEDULE

# SCHEDULE

## TIMELINE OF MAJOR EVENTS

Our team will work with the City to develop a timeline for implementing the strategic public relations plan that we will create. The implementation will include the development of a crisis communications plan. Following is a timeline of major events. Upon contract award, we will finalize the timeline in consultation with the City.

| Month             | Proposed Activity                                                                      |
|-------------------|----------------------------------------------------------------------------------------|
| 2022              |                                                                                        |
| July              | Create framework for developing public relations and crisis communications plan.       |
| August            | Conduct communications audit and assess current PR scenarios.                          |
| September         | Create crisis communications plan and action plan.                                     |
| October           | Develop public relations campaign.                                                     |
| November          | Present plans to the City for review and approval.                                     |
| December          | Prepare to launch public relations campaign.                                           |
| 2023              |                                                                                        |
| January           | Formally launch public relations campaign.                                             |
| January           | Pitch positive stories to the media, including magazines, blog posts, newspapers, etc. |
| April - September | Monitor, measure and evaluate campaign.                                                |
| September         | Deliver final campaign report to the City for review and approval.                     |





TAB 07:  
PRICING OF  
SERVICES





**RFP NO: 22-0614100**

**PRICE PROPOSAL FORM  
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES**

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below. Please note payments will be made on a monthly basis based on progress payments.

The City may award multiple firms as available, by description or task, or in its entirety, as deemed in the best interest of the City.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

| ITEM            | DESCRIPTION OF TASK                        | HOURLY RATE: | YEAR 1     | YEAR 2     | YEAR 3     |
|-----------------|--------------------------------------------|--------------|------------|------------|------------|
| 1.              | Marketing and Branding Plan                | \$ 100       | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 2.              | Public Relations                           | \$ 75        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 3.              | Press releases generation and distribution | \$ 75        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 4.              | Social media account and management        | \$ 95        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 5.              | Email newsletter                           | \$ 70        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 6.              | Email blasts                               | \$ 70        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 7.              | Blogs                                      | \$ 70        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 8.              | Websites                                   | \$ 70        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 9.              | Specialized marketing                      | \$ 100       | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 10.             | Promotional services                       | \$ 70        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 11.             | Crisis management                          | \$ 100       | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 12.             | Consultation services                      | \$ 85        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 13.             | Photography                                | \$ 80        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| 14.             | Videography                                | \$ 80        | \$ 7,500   | \$ 7,500   | \$ 7,500   |
| TOTAL PER YEAR: |                                            |              | \$ 105,000 | \$ 105,000 | \$ 105,000 |

ADDITIONAL SERVICES:

PLEASE DESCRIBE BELOW IN ROWS 1-4:

| ITEM | DESCRIPTION OF TASK | HOURLY RATE: | YEAR 1   | YEAR 2   | YEAR 3   |
|------|---------------------|--------------|----------|----------|----------|
| 1.   | Event Management    | \$ 75        | \$ 7,500 | \$ 7,500 | \$ 7,500 |
| 2.   | Community Outreach  | \$ 75        | \$ 7,500 | \$ 7,500 | \$ 7,500 |
| 3.   |                     | \$           | \$       | \$       | \$       |
| 4.   |                     | \$           | \$       | \$       | \$       |

SUBMITTED

THIS

14

DAY OF

June

2022.

BID SUBMITTED BY:

The Brand Advocates, Inc.

Company

(305) 671-3177

Telephone Number

Tasha Cunningham

Name of Person Authorized to Submit  
Bid

N/A

Fax Number

*Tasha Cunningham*

Signature

tasha@thebrandadvocates.com

Email Address

Title



**TAB 08:**  
**REFERENCES**





# REFERENCES

The Brand Advocates (TBA) team understands that successfully managing this contract requires responsiveness, flexibility and most importantly, availability. Our management style is built on four essential tenets that serve as the foundation of our management plan. First, we provide proactive communication with our clients. We anticipate client needs, assess risk and recommend cost-effective solutions to solve problems and resolve issues.

Next, we offer results-oriented, responsive service. Working in conjunction with the City, we will develop strategies and techniques to achieve desired results, all while carefully monitoring the contract budget and watching the county's bottom line. We track and manage stakeholder interactions so our client's are never blindsided or caught unaware of an issue. It is imperative that issues are resolved in a timely manner at the City before they escalate to individual elected officials or the media. We will present documented results of our outreach efforts in weekly reports. We maintain a collaborative dialogue with our clients. Whether it is with other consultants or City staff, the TBA team will work collaboratively to achieve the best results.

Lastly, we are fiscally responsible on all contracts we manage. We know that public sector budgets are tight and consultants are encouraged to develop cost-saving strategies for the City to increase productivity. We track labor and direct costs on a weekly basis. We document these costs in weekly financial reports. All team members are required to produce timesheets to account for the time spent providing services on behalf of the District. Everything from the cost developing collateral materials, to the budget for producing a ribbon-cutting ceremony or public meeting is planned and accounted for, which makes tracking available resources easy.

Our overall accuracy in terms of time estimation, resource allocation, and budgeting comes from our lessons learned and transferred from one successfully completed task to another on numerous public sector projects throughout the State of Florida.

We are proud to provide the following references, as required by the RFP.

## REFERENCES

### **City of Kissimmee Gateway Airport**

Shaun Germolus, Aviation Director  
Phone: 407-518-2516  
Email: [sgermolus@kissimmee.org](mailto:sgermolus@kissimmee.org)

### **Hard Rock Pedestrian Bridge Project**

Brenton Daily, P.E.  
Phone: 407-331-6116 ext. 125  
Email: [bdaily@baeonline.com](mailto:bdaily@baeonline.com)

### **Jackson Health Foundation**

Charmaine Gatlin, Chief Operating Officer and Executive Vice President  
Phone: 404-428-5028  
Email: [charmaine.gatlin@jhfmiami.org](mailto:charmaine.gatlin@jhfmiami.org)





**TAB 09:**  
**ADDITIONAL  
FORMS**

**"All Power to All People"**  
**Edna Williams Thomas**  
Dedicated 2017  
Opalinda Community Development Corporation  
Rising Urban Development Group





RFP NO. 22-0614100

## PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

### PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: The Brand Advocates, Inc.

Address: 1951 NW 7th Avenue, Suite 600

City, State, Zip: Miami, FL 33136 Phone/Fax: (305) 671-3177

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 01/01/1998 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. Name and Title of Principal Officers

Date Elected:

|                            |                        |
|----------------------------|------------------------|
| <u>Courtney Cunningham</u> | <u>January 1, 1998</u> |
| _____                      | _____                  |
| _____                      | _____                  |
| _____                      | _____                  |

6. The length of time in business: 25 years

7. The length of time (continuous) in business as a service organization in Florida:  
25 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months. See references section of RFP response.

9. A copy of County and/or Municipal Occupational License(s)

**Note:** Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

6225841

**BUSINESS NAME/LOCATION**  
THE BRAND ADVOCATES INC  
1951 NW 7TH AVE STE 600  
MIAMI, FL 33136-1128

**RECEIPT NO.**  
RENEWAL  
6490395



**OWNER**  
CUNNINGHAM COMMUNICATIONS  
CONSULTING CORP  
C/O COURTNEY CUNNINGHAM  
1

**SEC. TYPE OF BUSINESS**  
212 CONSULTANT

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
69.00 11/04/2021  
INT-22-043128

# LBT

**EXPIRES**  
SEPTEMBER 30, 2022

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)







## **CITY OF OPA-LOCKA**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY**

**1.** The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

**A.** Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

**B.** Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

**C.** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

**2.** The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

**A.** "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

**B.** The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**C.** A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

**D.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Tasha Cunningham

Printed Name Tasha Cunningham



**CITY OF OPA-LOCKA  
RFP NO. 22-0614100**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Tasha Cunningham the  
(Name)  
Managing Partner of The Brand Advocates, Inc.  
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

June 14, 2022  
Date

Tasha Cunningham  
Signature



**CITY OF OPA-LOCKA  
NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
\_\_\_\_\_ the PROPOSER that has submitted the attached  
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the  
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, have in any way  
colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER,  
firm, or person to submit a collusive or sham Proposal in connection with the Work for  
which the attached Proposal has been submitted; or to refrain from Proposing in  
connection with such Work; or have in any manner, directly or indirectly, sought by  
agreement or collusion, or communication, or conference with any PROPOSER, firm, or  
person to fix any overhead, profit, or cost elements of the Proposal or of any other  
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the  
Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy,  
connivance, or unlawful agreement any advantage against (Recipient), or any person  
interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not  
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of  
the PROPOSER or any other of its agents, representatives, owners, employees or parties  
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title





## NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Tasha Cunningham

Title: Managing Partner

State of Florida County of \_\_\_\_\_

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



## E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.*



## E-VERIFY FORM

### Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: The Brand Advocates, Inc.

Authorized Signature: Tasha Cunningham

Print Name: Tasha Cunningham

Title: Managing Partner

Date: June 14, 2022

## DIVISION OF CORPORATIONS

[Previous on List](#) . [Next on List](#) . [Return to List](#)[Filing History](#)

Fictitious Name Search

Submit

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## Fictitious Name Detail

### Fictitious Name

THE BRAND ADVOCATES, INCORPORATED

### Filing Information

**Registration Number** G15000128856  
**Status** ACTIVE  
**Filed Date** 12/21/2015  
**Expiration Date** 12/31/2025  
**Current Owners** 1  
**County** MIAMI-DADE  
**Total Pages** 3  
**Events Filed** 2  
**FEI/EIN Number** 65-0818493

### Mailing Address

1951 NW 7TH AVENUE, SUITE 300  
MIAMI, FL 33136

### Owner Information

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY  
1951 NW 7TH AVENUE, SUITE 300  
MIAMI, FL 33136  
**FEI/EIN Number:** 65-0818493  
**Document Number:** P98000001949

### Document Images

[12/21/2015 -- Fictitious Name Filing](#)

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[08/24/2020 -- Fictitious Name Renewal Filing](#)

View image in PDF format

[05/23/2018 -- CHANGE NAME/ADDRESS](#)

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Fictitious Name Search

Submit





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY

### Filing Information

|                             |                           |
|-----------------------------|---------------------------|
| <b>Document Number</b>      | P98000001949              |
| <b>FEI/EIN Number</b>       | 65-0818493                |
| <b>Date Filed</b>           | 01/08/1998                |
| <b>State</b>                | FL                        |
| <b>Status</b>               | ACTIVE                    |
| <b>Last Event</b>           | AMENDMENT AND NAME CHANGE |
| <b>Event Date Filed</b>     | 12/09/2015                |
| <b>Event Effective Date</b> | NONE                      |

### Principal Address

1951 NW 7 AVENUE, SUITE 300  
MIAMI, FL 33136

Changed: 05/22/2018

### Mailing Address

1951 NW 7 AVENUE, SUITE 300  
MIAMI, FL 33136

Changed: 05/22/2018

### Registered Agent Name & Address

J. COURTNEY CUNNINGHAM, PLLC  
8950 SW 74th Court, Suite 2201  
MIAMI, FL 33136

Name Changed: 05/22/2018

Address Changed: 05/22/2018

### Officer/Director Detail

#### **Name & Address**

Title P

CUNNINGHAM, COURTNEY  
1951 NW 7 AVENUE, SUITE 300  
MIAMI, FL 33136

Title V

CUNNINGHAM, TASHA  
1951 NW 7 AVENUE, SUITE 300  
MIAMI, FL 33136

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2020               | 01/27/2020        |
| 2021               | 01/19/2021        |
| 2022               | 01/27/2022        |

**Document Images**

|                                                     |                                          |
|-----------------------------------------------------|------------------------------------------|
| <a href="#">01/27/2022 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/19/2021 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/27/2020 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">02/27/2019 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">05/22/2018 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/28/2018 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">05/01/2017 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">05/05/2016 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">09/15/2015 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">06/23/2014 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">04/13/2013 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/16/2012 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">03/14/2011 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">02/18/2010 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">04/06/2009 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">07/08/2008 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">05/01/2007 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">05/01/2006 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/18/2005 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/20/2004 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">03/06/2003 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/19/2000 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">02/23/1999 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/08/1998 -- Domestic Profit</a>       | <a href="#">View image in PDF format</a> |

**RESOLUTION NO. 22-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR RESTORATION OF THE CITY'S HISTORIC FIRE STATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Opa-locka's Historic Fire station is a building of historic significance for which the City is interested in restoring and preserving; and

**WHEREAS**, the Interim City Manager has submitted a grant application to the Florida Department of State, Division of Historical Resources to cover one-half of the cost of restoration of the City's Historic Fire Station, up to a construction cost of \$300,000.00; and

**WHEREAS**, based upon updated available design information, the project is estimated to cost no more than \$250,000, including a 10% contingency budget; and

**WHEREAS**, as a condition of the grant application, the City Commission is required to adopt a resolution indicating support for the project to include affirming a commitment for the City's required match of one-half of the project costs for the project.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:**

**SECTION 1.** The recitals to the preamble herein are incorporated by reference.

**SECTION 2.** The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application to the Florida Department of State, Division of Historical Resources and further affirms its commitment for a required grant match for one-half of the project construction costs.

**SECTION 3.** This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

**PASSED and ADOPTED** this 11<sup>th</sup> day of August, 2022.

---

Veronica E. Williams, Mayor

**ATTEST:**

\_\_\_\_\_  
Joanna Flores, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

|                        |       |
|------------------------|-------|
| Commissioner Bass      | _____ |
| Commissioner Davis     | _____ |
| Commissioner Dominguez | _____ |
| Vice-Mayor Taylor      | _____ |
| Mayor Williams         | _____ |





## City of Opa-locka Agenda Cover Memo

|                                                                   |                                                     |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |              |
|-------------------------------------------------------------------|-----------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------|--------------------|--------------|
| <b>Department Director:</b>                                       | Bob Anathan                                         |           |                                                                                                                                                                                                                                                                                                                                                           | <b>Department Director Signature:</b>                                                                                |                  |                    |              |
| <b>City Manager:</b>                                              | Darvin E. Williams                                  |           |                                                                                                                                                                                                                                                                                                                                                           | <b>CM Signature:</b>                                                                                                 |                  |                    |              |
| <b>Commission Meeting Date:</b>                                   | Aug 22, 2022                                        |           | <b>Item Type:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                      | <b>Resolution</b>                                                                                                    | <b>Ordinance</b> |                    | <b>Other</b> |
|                                                                   |                                                     |           |                                                                                                                                                                                                                                                                                                                                                           | X                                                                                                                    |                  |                    |              |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small><br>N/A   | <b>Yes</b>                                          | <b>No</b> | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1st Reading</b>                                                                                                   |                  | <b>2nd Reading</b> |              |
|                                                                   |                                                     |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |              |
|                                                                   |                                                     | X         |                                                                                                                                                                                                                                                                                                                                                           | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                            | <b>Yes</b>       | <b>No</b>          | <b>Yes</b>   |
|                                                                   |                                                     |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      | X                |                    | X            |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept)</small><br>Ex:<br>NA |           | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b>                                                                                                           |                  | <b>No</b>          |              |
|                                                                   |                                                     |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    | X            |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b>                                          | <b>No</b> | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |                    |              |
|                                                                   |                                                     | X         |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |              |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b>                                          | <b>No</b> | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input checked="" type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                  |                    |              |
|                                                                   |                                                     | X         |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |              |
| <b>Sponsor Name</b>                                               | City Manager                                        |           | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                        | City Manager                                                                                                         |                  |                    |              |

### Short Title:

Ratification of Grant Application To Retore City Historic Fire Station

### Staff Summary:

In conjunction with the City's grant writing service, staff has applied for a grant provided by the Florida Department of State, Division of Historical Resources, which provides grants to assist in the preservation of historical structures. The City is interested in restoring the Historic Fire Station with the intent of subsequently making it available for rent to increase commercial activity in the area as well as provide another source of revenue for the City. The City's Grant writing service advises that as long as the exterior of the building remains true to its historic design, the renting of the interior space for commercial purposes can be an acceptable use.

The grant requires a one-to-one match. As part of the application, it is required that the Commission adopt a resolution indicating support of the project and further affirming that the necessary match funds are available for the project. At the time the grant was submitted, it was very conservatively estimated that it could be a \$500,000 project. Now that the nature is better understood, it is estimated that the project will cost in the range of \$225,000. For purposes of conservatively budgeting for this project to allow for a continuation of the current inflationary pressures, it is recommended that a \$250,000 budget be established, requiring a City match of \$125,000.

If the grant is received, a budget will be established in the Safe Neighborhood Fund, 44-541841 – Fire House / HR Building, for \$250,000 with one-half of the funding to come from the State grant and the remainder to come from General Fund Available Fund Balance.

|                         |
|-------------------------|
| <b>Proposed Action:</b> |
|-------------------------|

Staff recommends the City Commission ratify the submission of a grant application for the restoration of the Historic Fire Station and directs staff to reflect this project as an amendment to the FY 23 Budget, conditional on the receipt of a State grant for one-half of the construction cost, up to \$125,000.

|                    |
|--------------------|
| <b>Attachment:</b> |
|--------------------|

1. Proposed Resolution

**RESOLUTION NO. 22-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EAC CONSULTING, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE PROVISION OF A SANITARY SEWER EVALUATION SURVEY ( PHASE I) FOR LIFT STATIONS 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15, AND 16, PURSUANT TO RFQ NO. 20-0324200; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 10, 2020, the City Commission of the City of Opa-Locka ("City Commission") accepted bid proposals from several firms for continuing professional architectural and engineering consulting services pursuant to RFQ No. 20- 0324200; and

**WHEREAS**, the City Commission further authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services as provided therein; and

**WHEREAS**, more specifically, the City Commission approved an agreement with EAC Consulting, Inc. for civil engineering, landscape architectural, structural engineering, traffic engineering, land surveying, construction testing and inspections, utilities engineering services and general consulting engineering services; and

**WHEREAS**, the City of Opa- Locka (" City") desires to conduct a Sanitary Sewer Evaluation Survey (Phase I) for Lift Stations 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15, AND 16 pursuant to the terms and in a form substantially similar to Exhibit "A" as approved by the City Attorney and consistent with the Scope of Services and amounts set forth in Composite Exhibit "B"; and

**WHEREAS**, the fifteen named collection basins include 620 manholes, 250,580 linear feet of smoke testing and will require three consecutive nights of flow testing to determine compliance with 5, 000 gallons per day-inch-mile (gpdim) standard for Inflow & Infiltration (I&I) as specified in the Miami Dade County Code of Ordinances; and

**WHEREAS**, the Interim City Manager hereby recommends that the City of Opa-Locka enter into an agreement with EAC Consulting, Inc., pursuant to the proposal attached hereto as Exhibit "A" as approved by the City Attorney, and consistent with the Scope of Services and amounts set forth in Composite Exhibit "B", to for the provision of Sanitary Sewer Evaluation Survey (Phase I), including flow testing, smoke test, manhole inspection and Report for Lift Stations 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15 and 16 within the City, to not exceed an amount of Three Hundred and Fifteen Thousand, Five Hundred and Fifty-Six Dollars and No Cents (\$315,556.00); and

**WHEREAS**, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with EAC Consulting, Inc. for Continuing Professional Architectural and Engineering Consulting Services as set forth herein.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:**

**SECTION 1.** The recitals to the preamble herein are incorporated by reference.

**SECTION 2.** The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to enter into an agreement with EAC Consulting, Inc., pursuant to a form substantially similar to Exhibit "A" as approved by the City Attorney and Composite Exhibit "B", attached hereto for the provision of Sanitary Sewer Evaluation Survey (Phase I), including flow testing, smoke test, manhole inspection and Report for Lift Stations 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15 and 16 within the City, in an amount not exceed Three Hundred and Fifteen Thousand, Five Hundred and Fifty-Six Dollars and No Cents (\$315,556.00).

**SECTION 3.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

**SECTION 4.** This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

**PASSED and ADOPTED** this 11<sup>th</sup> day of August, 2022.

---

Veronica E. Williams, Mayor

**ATTEST:**

---

Joanna Flores, City Clerk



Resolution No.

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Bass \_\_\_\_\_

Commissioner Davis \_\_\_\_\_

Commissioner Dominguez \_\_\_\_\_

Vice-Mayor Taylor \_\_\_\_\_

Mayor Williams \_\_\_\_\_



## City of Opa-locka Agenda Cover Memo

|                                                                   |                                                         |                                                      |                                                                                                                                                                                                                                                                                                                                     |                                                                                                                      |                               |
|-------------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Department Director:</b>                                       | Airia Austin                                            |                                                      | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                               |                                                                                                                      |                               |
| <b>City Manager:</b>                                              | Darvin Williams                                         |                                                      | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                |                                                                                                                      |                               |
| <b>Commission Meeting Date:</b>                                   | 08/22/2022                                              | <b>Item Type:</b><br><small>(Enter X in box)</small> | <b>Resolution</b><br><br>X                                                                                                                                                                                                                                                                                                          | <b>Ordinance</b>                                                                                                     | <b>Other</b>                  |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b>                                              | <b>No</b>                                            | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                        | <b>1<sup>st</sup> Reading</b>                                                                                        | <b>2<sup>nd</sup> Reading</b> |
|                                                                   | X                                                       |                                                      | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                           | <b>Yes</b>                                                                                                           | <b>No</b>                     |
|                                                                   |                                                         |                                                      |                                                                                                                                                                                                                                                                                                                                     | X                                                                                                                    | X                             |
| <b>Funding Source:</b><br><br><small>Account# :</small>           | <small>(Enter Fund &amp; Dept)</small><br>Ex: 35-535340 |                                                      | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                  | <b>Yes</b>                                                                                                           | <b>No</b><br><br>X            |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b><br><br>X                                     | <b>No</b>                                            | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                |                                                                                                                      |                               |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b>                                              | <b>No</b><br><br>X                                   | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                               |
| <b>Sponsor Name</b>                                               | City Manager                                            |                                                      | <b>Department:</b>                                                                                                                                                                                                                                                                                                                  |                                                                                                                      |                               |

### Short Title:

**Sanitary Sewer Evaluation Survey (SSES) 3<sup>rd</sup> Cycle Phase I Scope and Fees for Fifteen (15)  
Lift Stations 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15 and 16**

### Staff Summary:

A Resolution from the City Commission of the City of Opa-locka, Florida, requesting approval for the City Manager to enter into an Agreement with EAC Consulting, Inc. to perform Sanitary Sewer Evaluation Survey (SSES) Phase, 3<sup>rd</sup> Cycle Phase I for Lift Stations 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15 and 16. These fifteen (15) collection basins include 620 manholes, 250,580 linear feet of smoke testing and three (3) consecutive nights of flow testing for each lift station to determine compliance with 5,000 gallons per day-inch-mile (gpdim) standard for Inflow & Infiltration (I&I) as specified in the Miami-Dade County Code.

**Staff Summary:****Financial Impact:**

| Account   | Description               | Available    | Amendment #4 | Project      | Remaining Balance |
|-----------|---------------------------|--------------|--------------|--------------|-------------------|
| 35-535340 | Other Contracted Services | \$ 79,818.20 | \$250,000.00 | \$315,556.00 | \$ 14,262.20      |

Testing will be Performed in Two (02) Phases:

- Phase A: \$267,154.00
- Phase B: \$ 48,402.00  
\$ 315,556.00

**Proposed Action:**

Staff recommends approval of this resolution. EAC Consulting, Inc. was one of the selected engineering firms resulting from RFQ. 20-0324200.

**Attachment:**

1. Agenda
2. EAC Consulting, Inc: Fee Proposal and Scope (Project #2022-07-13)
3. Subcontractor's Fee Proposal



July 13, 2022

Mr. Airia Austin, Public Works Director  
City of Opa-locka  
12950 LeJeune Road  
Opa-locka, FL. 33054

**Re: City of Opa-Locka Engineering Consulting Services Agreement  
Sanitary Sewer Evaluation Survey (SSES) 3<sup>rd</sup> Cycle Phase I Scope and Fees for 15 Lift Stations**

**EAC Project No. 20022.WW01-12**

Dear Mr. Austin,

**EAC Consulting Inc.** is submitting the following scope and fees to provide Engineering Consulting Services for the City of Opa-locka's Sanitary Sewer Evaluation Survey (SSES) 3<sup>rd</sup> Cycle Phase I reports for fifteen Lift Station collection basins as follows: Basins 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15 and 16.

Our services on this project will be supported by our subconsultant –

- EA3 Civil Engineering, Inc. - Flow Testing, Smoke test, Manhole inspections and Report
- Grace Professional Solutions, LLC – Project Coordination and Technical Oversight

All sanitary sewer collection and transmission systems are required to complete a Sanitary Sewer Evaluation Survey (SSES) 3<sup>rd</sup> Cycle report to Miami-Dade County on the status of smoke testing, rehabilitation work, and night-time flow infiltration/inflow measurements to comply with the 5,000 gpdim I/I code standard. According to the guidelines published in the U.S EPA's Sewer System Infrastructure Analysis and Rehabilitation Handbook (1991), EPA/625/6-91/030, Phase I is an evaluation of the wastewater collection and transmission system to determine the amount of existing Infiltration and Inflow. (I/I). As part of this, the City is expected to provide access throughout the project for field visit accompaniment.

Tasks involved for each collection basin include:

- a. Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- b. Visual inspection of the collection system, including manholes, and documentation
- c. Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- d. Flow monitoring the key manhole of the sanitary sewer basin
- e. Complete SSES 3rd Cycle Phase I report for the sanitary sewer basin

The project will be completed in 2 phases: Phase A will involve all field tests and inspections identified in Tasks a through d, and Phase B will include preparation and submittal of report to Miami-Dade County as identified in Task e.

Please find enclosed the following attachment to this fee proposal letter:

- |              |                              |
|--------------|------------------------------|
| Attachment 1 | Fee Proposal                 |
| Attachment 2 | Subconsultant's Fee Proposal |

The following information will be required for us to commence engineering services.

- i. Written authorization to proceed with services.

Please feel free to call me at 305-265-5444 with any questions you may have.

Sincerely,

**EAC Consulting, Inc.**

A handwritten signature in blue ink, appearing to read "H. Higgins", is written over a horizontal line.

Huntley Higgins, P.E.  
Vice President

cc: File, Donna Grace, P.E.



ATTACHMENT 1  
FEE PROPOSAL

**City of Opa-locka**  
**Professional General Engineering Services Agreement**

|                                              |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
|----------------------------------------------|-----------------------------------------------|---------------|----------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------|---------------|------------------------------|--------------------------------|--------------------------------------|---------------|----------------------------------------|
| EAC Project Number:                          |                                               | 20022.WW01-12 |                                                    | Sanitary Sewer Evaluation Survey (SSES) 3rd Cycle Phase 1 for 15 Lift Stations |                                      |               |                              |                                |                                      |               |                                        |
| Project Name                                 |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
| Fee Computation Summary                      |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
| Consultant Name                              |                                               |               | PRIME<br>EAC Consulting, Inc                       | EA3 Civil<br>Engineering, Inc.                                                 | Grace Professional<br>Solutions, LLC | PHASE A TOTAL | PRIME<br>EAC Consulting, Inc | EA3 Civil<br>Engineering, Inc. | Grace Professional<br>Solutions, LLC | PHASE B TOTAL | Total Fees<br>(Phase A and<br>Phase B) |
| Task No. & Description                       |                                               |               | PHASE A                                            |                                                                                |                                      |               | PHASE B                      |                                |                                      |               |                                        |
| 1                                            | Lift Station 1 Basin SSES 3rd Cycle Phase I   |               | \$896.00                                           | \$22,300.00                                                                    | \$1,152.00                           | \$24,348.00   | \$384.00                     | \$3,300.00                     | \$640.00                             | \$4,324.00    | \$28,672.00                            |
| 2                                            | Lift Station 2 Basin SSES 3rd Cycle Phase I   |               | \$672.00                                           | \$16,650.00                                                                    | \$864.00                             | \$18,186.00   | \$288.00                     | \$2,550.00                     | \$480.00                             | \$3,318.00    | \$21,504.00                            |
| 3                                            | Lift Station 3 Basin SSES 3rd Cycle Phase I   |               | \$689.50                                           | \$17,100.00                                                                    | \$886.50                             | \$18,676.00   | \$295.50                     | \$2,600.00                     | \$492.50                             | \$3,388.00    | \$22,064.00                            |
| 4                                            | Lift Station 3D Basin SSES 3rd Cycle Phase I  |               | \$330.75                                           | \$8,200.00                                                                     | \$425.25                             | \$8,956.00    | \$141.75                     | \$1,250.00                     | \$236.25                             | \$1,628.00    | \$10,584.00                            |
| 5                                            | Lift Station 6 Basin SSES 3rd Cycle Phase I   |               | \$724.50                                           | \$18,000.00                                                                    | \$931.50                             | \$19,656.00   | \$310.50                     | \$2,700.00                     | \$517.50                             | \$3,528.00    | \$23,184.00                            |
| 6                                            | Lift Station 9 Basin SSES 3rd Cycle Phase I   |               | \$495.25                                           | \$12,300.00                                                                    | \$636.75                             | \$13,432.00   | \$212.25                     | \$1,850.00                     | \$353.75                             | \$2,416.00    | \$15,848.00                            |
| 7                                            | Lift Station 10 Basin SSES 3rd Cycle Phase I  |               | \$642.25                                           | \$15,950.00                                                                    | \$825.75                             | \$17,418.00   | \$275.25                     | \$2,400.00                     | \$458.75                             | \$3,134.00    | \$20,552.00                            |
| 8                                            | Lift Station 11A Basin SSES 3rd Cycle Phase I |               | \$1,865.50                                         | \$46,400.00                                                                    | \$2,398.50                           | \$50,664.00   | \$799.50                     | \$6,900.00                     | \$1,332.50                           | \$9,032.00    | \$59,696.00                            |
| 9                                            | Lift Station 11B Basin SSES 3rd Cycle Phase I |               | \$1,155.00                                         | \$28,850.00                                                                    | \$1,485.00                           | \$31,490.00   | \$495.00                     | \$4,150.00                     | \$825.00                             | \$5,470.00    | \$36,960.00                            |
| 10                                           | Lift Station 11C Basin SSES 3rd Cycle Phase I |               | \$420.00                                           | \$10,350.00                                                                    | \$540.00                             | \$11,310.00   | \$180.00                     | \$1,650.00                     | \$300.00                             | \$2,130.00    | \$13,440.00                            |
| 11                                           | Lift Station 11D Basin SSES 3rd Cycle Phase I |               | \$288.75                                           | \$7,150.00                                                                     | \$371.25                             | \$7,810.00    | \$123.75                     | \$1,100.00                     | \$206.25                             | \$1,430.00    | \$9,240.00                             |
| 12                                           | Lift Station 12 Basin SSES 3rd Cycle Phase I  |               | \$684.25                                           | \$17,000.00                                                                    | \$879.75                             | \$18,564.00   | \$293.25                     | \$2,550.00                     | \$488.75                             | \$3,332.00    | \$21,896.00                            |
| 13                                           | Lift Station 14 Basin SSES 3rd Cycle Phase I  |               | \$383.25                                           | \$9,500.00                                                                     | \$492.75                             | \$10,376.00   | \$164.25                     | \$1,450.00                     | \$273.75                             | \$1,888.00    | \$12,264.00                            |
| 14                                           | Lift Station 15 Basin SSES 3rd Cycle Phase I  |               | \$294.00                                           | \$7,350.00                                                                     | \$378.00                             | \$8,022.00    | \$126.00                     | \$1,050.00                     | \$210.00                             | \$1,386.00    | \$9,408.00                             |
| 15                                           | Lift Station 16 Basin SSES 3rd Cycle Phase I  |               | \$304.50                                           | \$7,550.00                                                                     | \$391.50                             | \$8,246.00    | \$130.50                     | \$1,150.00                     | \$217.50                             | \$1,498.00    | \$9,744.00                             |
|                                              |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
| Subtotals                                    |                                               |               | \$9,845.50                                         | \$244,650.00                                                                   | \$12,658.50                          | \$267,154.00  | \$4,219.50                   | \$36,650.00                    | \$7,032.50                           | \$47,902.00   | \$315,056.00                           |
| Reimbursables / Other Subconsultant Services |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
|                                              |                                               |               | ODC - Printing, Reprography and Mailings (Phase B) |                                                                                |                                      |               |                              |                                |                                      |               | \$500.00                               |
|                                              |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
|                                              |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
|                                              |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
| TOTAL (PHASE A)                              |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               | \$267,154.00                           |
| TOTAL (PHASE B)                              |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               | \$48,402.00                            |
| Grand Total                                  |                                               |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               | \$315,556.00                           |
| Prepared by:                                 | EAC Consulting, Inc.                          |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
| Date:                                        | July 6, 2022                                  |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
| Revised by:                                  | EAC Consulting, Inc.                          |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |
| Date:                                        | July 13, 2022                                 |               |                                                    |                                                                                |                                      |               |                              |                                |                                      |               |                                        |

ATTACHMENT 2  
SUB-CONSULTANT'S FEE PROPOSAL



July 12, 2022

*Sent Via Email*

Ms. Donna Grace, P.E.  
EAC Consulting, Inc.  
5100 NW 33 Avenue, Suite 243  
Fort Lauderdale, FL 33309

**RE: City of Opa Locka SSES 3<sup>rd</sup> Cycle, Phase I (15 basins) – Civil Engineering Services Proposal**

EA3 Civil Engineering, Inc. is pleased to respectfully provide this proposal for civil engineering services as outlined below.

**I. GENERAL / PROJECT UNDERSTANDING**

EAC Consulting, Inc. (Client), represented by Ms. Donna Grace, is currently in need of a Sanitary Sewer Evaluation Survey (SSES) 3<sup>rd</sup> Cycle (Phase I) report for fifteen (15) sanitary sewer basins in the City of Opa Locka. Client is seeking the services of EA3 Civil Engineering, Inc. (Consultant) to provide civil engineering services for this project, including completion of required smoke testing, visual inspections (including manholes), flow monitoring, and final SSES 3<sup>rd</sup> Cycle Phase I reporting to Miami-Dade County. This scope of work shall be completed in a Phase A, and a Phase B. Phase A shall include the required smoke testing, inspections, minor repairs, and flow monitoring. Phase B shall include the final SSES 3<sup>rd</sup> Cycle Phase I reports and submittals to Miami-Dade County. Client has provided Consultant with the previously-completed SSES 2<sup>nd</sup> Cycle report (Phase I & Phase II), for reference. Scope herein does not include any pipe CCTV inspections/analysis services, Phase II or III reporting (if applicable), or public relations services.

**II. SCOPE OF SERVICES**

**PHASE A**

**Task 1A: Basin 1 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)

- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 2A: Basin 2 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 3A: Basin 3 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 4A: Basin 3D Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin



#### **Task 5A: Basin 6 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 6A: Basin 9 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 7A: Basin 10 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 8A: Basin 11A Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 9A: Basin 11B Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 10A: Basin 11C Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 11A: Basin 11D Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation

- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 12A: Basin 12 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 13A: Basin 14 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

#### **Task 14A: Basin 15 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

### **Task 15A: Basin 16 Field Testing and Inspections**

Consultant, and its Sub-Consultants, shall complete the SSES 3<sup>rd</sup> Cycle Phase I field requirements for the above-referenced sanitary sewer basin, as set forth by Miami-Dade County, including:

- Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- Visual inspection of the collection system, including manholes, and documentation
- Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- Flow monitoring the key manhole of the sanitary sewer basin

## **PHASE B**

### **Task 1B: Basin 1 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

### **Task 2B: Basin 2 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

### **Task 3B: Basin 3 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to

determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 4B: Basin 3D SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 5B: Basin 6 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 6B: Basin 9 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 7B: Basin 10 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.



**Task 8B: Basin 11A SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 9B: Basin 11B SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 10B: Basin 11C SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 11B: Basin 11D SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 12B: Basin 12 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to

determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 13B: Basin 14 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 14B: Basin 15 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

**Task 15B: Basin 16 SSES 3<sup>rd</sup> Cycle Phase I Reporting**

Consultant shall compile all field data, testings, findings, documentation, and flow measurements into the final signed & sealed SSES 3<sup>rd</sup> Cycle Phase I report. The best three (3) night flow readings will be taken to represent the sanitary sewer basin, and calculations will be completed to determine basin compliance or non-compliance with Miami-Dade County regulations. The final report will be signed & sealed and submitted to Miami-Dade County for review and approval.

*Remainder of page intentionally left blank*

### **III. COMPENSATION**

Consultant shall perform the Work specifically outlined in this proposal, summarized in the following tables:

| <b>Summary of Compensation – PHASE A</b> |                                         |                  |                      |
|------------------------------------------|-----------------------------------------|------------------|----------------------|
| <b>Task Number</b>                       | <b>Task Name</b>                        | <b>Fee Basis</b> | <b>Fee Amount</b>    |
| 1A                                       | Basin 1 Field Testing and Inspections   | Lump Sum         | \$ 22,400.00         |
| 2A                                       | Basin 2 Field Testing and Inspections   | Lump Sum         | \$ 16,750.00         |
| 3A                                       | Basin 3 Field Testing and Inspections   | Lump Sum         | \$ 17,150.00         |
| 4A                                       | Basin 3D Field Testing and Inspections  | Lump Sum         | \$ 8,250.00          |
| 5A                                       | Basin 6 Field Testing and Inspections   | Lump Sum         | \$ 18,100.00         |
| 6A                                       | Basin 9 Field Testing and Inspections   | Lump Sum         | \$ 12,400.00         |
| 7A                                       | Basin 10 Field Testing and Inspections  | Lump Sum         | \$ 16,000.00         |
| 8A                                       | Basin 11A Field Testing and Inspections | Lump Sum         | \$ 46,650.00         |
| 9A                                       | Basin 11B Field Testing and Inspections | Lump Sum         | \$ 29,000.00         |
| 10A                                      | Basin 11C Field Testing and Inspections | Lump Sum         | \$ 10,450.00         |
| 11A                                      | Basin 11D Field Testing and Inspections | Lump Sum         | \$ 7,200.00          |
| 12A                                      | Basin 12 Field Testing and Inspections  | Lump Sum         | \$ 17,100.00         |
| 13A                                      | Basin 14 Field Testing and Inspections  | Lump Sum         | \$ 9,550.00          |
| 14A                                      | Basin 15 Field Testing and Inspections  | Lump Sum         | \$ 7,400.00          |
| 15A                                      | Basin 16 Field Testing and Inspections  | Lump Sum         | \$ 7,600.00          |
|                                          | <b>GRAND TOTAL – PHASE A</b>            |                  | <b>\$ 246,000.00</b> |

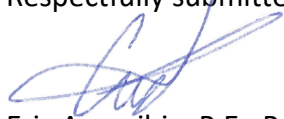
| Summary of Compensation – PHASE B |                                                        |           |                     |
|-----------------------------------|--------------------------------------------------------|-----------|---------------------|
| Task Number                       | Task Name                                              | Fee Basis | Fee Amount          |
| 1B                                | Basin 1 SSES 3 <sup>rd</sup> Cycle Phase I Reporting   | Lump Sum  | \$ 3,400.00         |
| 2B                                | Basin 2 SSES 3 <sup>rd</sup> Cycle Phase I Reporting   | Lump Sum  | \$ 2,550.00         |
| 3B                                | Basin 3 SSES 3 <sup>rd</sup> Cycle Phase I Reporting   | Lump Sum  | \$ 2,600.00         |
| 4B                                | Basin 3D SSES 3 <sup>rd</sup> Cycle Phase I Reporting  | Lump Sum  | \$ 1,250.00         |
| 5B                                | Basin 6 SSES 3 <sup>rd</sup> Cycle Phase I Reporting   | Lump Sum  | \$ 2,750.00         |
| 6B                                | Basin 9 SSES 3 <sup>rd</sup> Cycle Phase I Reporting   | Lump Sum  | \$ 1,900.00         |
| 7B                                | Basin 10 SSES 3 <sup>rd</sup> Cycle Phase I Reporting  | Lump Sum  | \$ 2,450.00         |
| 8B                                | Basin 11A SSES 3 <sup>rd</sup> Cycle Phase I Reporting | Lump Sum  | \$ 7,050.00         |
| 9B                                | Basin 11B SSES 3 <sup>rd</sup> Cycle Phase I Reporting | Lump Sum  | \$ 4,400.00         |
| 10B                               | Basin 11C SSES 3 <sup>rd</sup> Cycle Phase I Reporting | Lump Sum  | \$ 1,700.00         |
| 11B                               | Basin 11D SSES 3 <sup>rd</sup> Cycle Phase I Reporting | Lump Sum  | \$ 1,100.00         |
| 12B                               | Basin 12 SSES 3 <sup>rd</sup> Cycle Phase I Reporting  | Lump Sum  | \$ 2,600.00         |
| 13B                               | Basin 14 SSES 3 <sup>rd</sup> Cycle Phase I Reporting  | Lump Sum  | \$ 1,450.00         |
| 14B                               | Basin 15 SSES 3 <sup>rd</sup> Cycle Phase I Reporting  | Lump Sum  | \$ 1,150.00         |
| 15B                               | Basin 16 SSES 3 <sup>rd</sup> Cycle Phase I Reporting  | Lump Sum  | \$ 1,150.00         |
|                                   | <b>GRAND TOTAL – PHASE B</b>                           |           | <b>\$ 37,500.00</b> |

Progress invoices shall be submitted to Client by Consultant. Invoices are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days.

Each report shall be submitted under separate cover, and shall be signed and sealed by EA3 Civil Engineering, Inc. Individual tasks for Phase A shall be considered complete upon completion of field testings, inspections, and flow measurements. Individual tasks for Phase B shall be considered complete and final invoice accepted when the report(s) are submitted by the County's deadline, and accepted as COMPLETED by Miami-Dade County DERM.

Should you have any questions, please do not hesitate to contact me at my office 754-777-7993, or at my cellular 305-335-1779, or send me an electronic message at [EricArencibia@ea3civil.com](mailto:EricArencibia@ea3civil.com).

Respectfully submitted,



Eric Arencibia, P.E., President

EA3 Civil Engineering, Inc.

Reviewed and approved by Client:

---

EAC Consulting, Inc.  
Ms. Donna Grace, P.E.

Date



July 13, 2022

Mr. Huntley Higgins, PE  
EAC Consulting, Inc.  
5959 Blue Lagoon Drive, Suite 410  
Miami, FL. 33126

**Re: Fee Proposal for Project Coordination and Technical Oversight of City of  
Opa-locka Sanitary Sewer Evaluation Survey (SSES) 3<sup>rd</sup> Cycle Phase I for 15  
Lift Stations Basins  
GPS Project No. 2022-001-08**

Dear Mr. Higgins,

**Grace Professional Solutions, LLC (GPS)** is pleased to submit this fee proposal to EAC Consulting, Inc. (EAC) to provide Project Coordination and Technical Oversight for the City of Opa-locka's Sanitary Sewer Evaluation Survey (SSES) 3<sup>rd</sup> Cycle Phase I reports for fifteen (15) Lift Station Basins.

EAC is contracting with EA3 Civil Engineering, Inc. (EA3) to provide civil engineering services for this project which will include smoke testing, visual inspections of collection system and manholes, flow measurements, and preparation of a final SSES 3<sup>rd</sup> Cycle Phase I Report to Miami-Dade County.

3<sup>rd</sup> Cycle Phase I reports will be prepared by EA3 for the following fifteen (15) lift station collection basins - Basins 1, 2, 3, 3D, 6, 9, 10, 11A, 11B, 11C, 11D, 12, 14, 15 and 16. EA3 tasks will involve:

- a) Smoke testing entire sanitary sewer basin, and documentation (any stormwater discharges will also be reported)
- b) Visual inspection of the collection system, including manholes, and documentation
- c) Minor deficiencies such as missing clean-out caps, broken risers, etc. shall be corrected
- d) Flow monitoring the key manhole of the sanitary sewer basin
- e) Complete SSES 3<sup>rd</sup> Cycle Phase I report for the sanitary sewer basin

The project will be completed in 2 phases: Phase A will involve all field tests and inspections identified in Tasks a through d, and Phase B will include preparation and submittal of report to Miami-Dade County as identified in Task e.

The services to be provided by GPS in this fee proposal include the following:

1. Project Coordination and Technical Oversight of EA3 Civil Engineering (EA3) services;
2. Coordination of field work with the City of Opa-locka's Public Works Department staff;
3. Communication with EAC, EA3 and the City regarding scheduling and coordination of required work;
4. Provide written documentation and updates (via email) of key items to project team; and
5. Technical review of SSES reports for consistency with Miami-Dade County's 3<sup>rd</sup> Cycle Phase I requirements

Please find enclosed the following attachments to this letter:

Attachment 1– Lump Sum Fee Proposal

Please feel free to call me at (954) 646-4943 with any questions you may have.

Sincerely,

**Grace Professional Solutions, LLC**



Donna Grace, P.E.

Project Manager

**ATTACHMENT 1  
FEE PROPOSAL**

GRACE PROFESSIONAL SOLUTIONS, LLC

FEE PROPOSAL TO EAC CONSULTING, INC.

Sanitary Sewer Evaluation Survey Cycle 3 Phase 1

| Labor Category                  |    |                                             | Project Manager |            |
|---------------------------------|----|---------------------------------------------|-----------------|------------|
| Staff Name                      |    |                                             | Donna Grace, PE |            |
|                                 |    |                                             | Cost (\$)       |            |
| Task No                         |    | Task Title                                  | Phase A         | Phase B    |
| 1                               | LS | Lift Station Basin 1 SSES Cycle 3 Phase 1   | \$1,152.00      | \$640.00   |
| 2                               | LS | Lift Station Basin 2 SSES Cycle 3 Phase 1   | \$864.00        | \$480.00   |
| 3                               | LS | Lift Station Basin 3 SSES Cycle 3 Phase 1   | \$886.50        | \$492.50   |
| 4                               | LS | Lift Station Basin 3D SSES Cycle 3 Phase 1  | \$425.25        | \$236.25   |
| 5                               | LS | Lift Station Basin 6 SSES Cycle 3 Phase 1   | \$931.50        | \$517.50   |
| 6                               | LS | Lift Station Basin 9 SSES Cycle 3 Phase 1   | \$636.75        | \$353.75   |
| 7                               | LS | Lift Station Basin 10 SSES Cycle 3 Phase 1  | \$825.75        | \$458.75   |
| 8                               | LS | Lift Station Basin 11A SSES Cycle 3 Phase 1 | \$2,398.50      | \$1,332.50 |
| 9                               | LS | Lift Station Basin 11B SSES Cycle 3 Phase 1 | \$1,485.00      | \$825.00   |
| 10                              | LS | Lift Station Basin 11C SSES Cycle 3 Phase 1 | \$540.00        | \$300.00   |
| 11                              | LS | Lift Station Basin 11D SSES Cycle 3 Phase 1 | \$371.25        | \$206.25   |
| 12                              | LS | Lift Station Basin 12 SSES Cycle 3 Phase 1  | \$879.75        | \$488.75   |
| 13                              | LS | Lift Station Basin 14 SSES Cycle 3 Phase 1  | \$492.75        | \$273.75   |
| 14                              | LS | Lift Station Basin 15 SSES Cycle 3 Phase 1  | \$378.00        | \$210.00   |
| 15                              | LS | Lift Station Basin 16 SSES Cycle 3 Phase 1  | \$391.50        | \$217.50   |
|                                 |    |                                             | \$12,658.50     | \$7,032.50 |
| TOTAL (Lump Sum Fees - Phase A) |    |                                             | \$12,658.50     |            |
| TOTAL (Lump Sum Fees - Phase B) |    |                                             | \$7,032.50      |            |
| TOTAL (Lump Sum Fees)           |    |                                             | \$19,691.00     |            |

Date Prepared: 7/6/2022  
Date Modified: 7/13/2022

**PROJECT AGREEMENT FOR  
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES**

**BETWEEN THE CITY OF OPA-LOCKA,  
FLORIDA AND EAC CONSULTING  
SERVICES, INC.**

**THIS PROJECT AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida municipal corporation with its principal offices located at 780 Fisherman Street, Opa-Locka, Florida 33025 (the "City"), and EAC Consulting Services, Inc., a Florida profit corporation, (the "Consultant"), with its principal offices located at \_\_\_\_\_.

**WITNESSED:**

**WHEREAS**, on \_\_\_\_\_, by the adoption of Resolution No. \_\_\_\_\_, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

**WHEREAS**, the Consultant is a member of the pool under the subcategory of \_\_\_\_\_ Services and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

**WHEREAS**, the Consultant responded to the City's Request for Letter of Interest # \_\_\_\_\_ ("RLOI"), and has been chosen by the City to provide \_\_\_\_\_ Services (the "Services") for \_\_\_\_\_ (the "Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

**1. Contract Documents**

The Contract Documents referred to in this Agreement shall be comprised of the following:

**1.1** This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;



**12** A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment “A”**;

**13** The Continuing Services Agreement dated \_\_\_\_\_, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

**14** Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

**15** All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

**2. The Work**

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

**3. Period of Service**

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

**4. Compensation**

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be the fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) specified in the Scope of Services request accepted by the City.

**5. Payments**

**51** The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

**52** : The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

**6. Termination**

The Continuing Services Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the Continuing Services Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

**7. Default:**

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

**8. Anti-lobbying/No Contingent Fee:**

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

**9. Warranties and Guarantees:**

**91** The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

**92** The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

**10. Binding Effect:**

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

**11. Amendments and Modification:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

**12. Merger: Amendment:**

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

**13. Nonassignability:**

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

**14. Notices:**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

FOR CITY:

CITY OF OPA-LOCKA  
Darvin Williams  
Interim City Manager  
780 Fisherman Street  
Opa-Locka, FL 33054  
Telephone: 305-\_\_\_\_\_  
Facsimile: 305-\_\_\_\_\_

With Copy to:

BURNADETTE NORRIS-  
WEEKS, P.A.  
City Attorney  
401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Telephone: 954-768-9770  
Facsimile: 954-768-9790

**15. Severability: Waiver:**

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

**16. Other Provisions:**

**161** Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

**162** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

**163** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**164** Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT email: \_\_\_\_\_ OR BY MAIL: City of Opa-Locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

**16.5 E-Verify.** In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

**[REMAINDER INTENTIONALLY LEFT BLANK]**



**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

**FOR CITY:**

ATTEST:

**CITY OF OPA-LOCKA**

By:

\_\_\_\_\_  
Joanna Flores, City Clerk

\_\_\_\_\_  
Darvin Williams  
Interim City Manager

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency for  
the use of and reliance by the City of Opa-  
Locka:

\_\_\_\_\_  
Burnadette  
Norris-Weeks,  
P.A.  
City Attorney

**FOR CONSULTANT:**

WITNESS

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

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

Corporate Seal:

**RESOLUTION NO. 22-XXX**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO RENEWAL INSURANCE CONTRACTS WITH AVMED, INC. AND METLIFE FOR MEDICAL, DENTAL, AND VISION INSURANCE FOR CITY EMPLOYEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, there is a continued need for municipal health insurance coverage for City of Opa-locka employees; and

**WHEREAS**, the Human Resources Department has worked with the City's Agent of Record to assess the existing group insurance policies and proposed premium rates from other carriers (Policy Quote Presentations, attached hereto as Composite Exhibit "A"); and

**WHEREAS**, the City desires to renew its current agreements with AvMed, Inc. and Metlife as policies for medical, dental, and vision insurance for City employees and their dependents; and

**WHEREAS**, it is in the best interest of the City to renew the contracts with AvMed and Metlife as the City's benefit providers.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:**

**SECTION 1.** The recitals to the preamble herein are incorporated by reference.

**SECTION 2.** The City Commission of the City of Opa-locka, Florida hereby authorizes the City Manager to enter into Renewal Agreements, between the City of Opa-Locka, AvMed, Inc., and Metlife for medical, dental, and vision insurance coverage for City employees and dependents.

**SECTION 3.** The Interim City Manager and other proper City Officials are hereby authorized to execute any required documents in order to carry out the intent of this Resolution.

**SECTION 4.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager or the Interim City Manager's designee following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

**SECTION 5.** This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

**PASSED and ADOPTED** this 11<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
Veronica E. Williams, Mayor

**ATTEST:**

\_\_\_\_\_  
Joanna Flores, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Commissioner Bass \_\_\_\_\_

Commissioner Davis \_\_\_\_\_

Commissioner Dominguez \_\_\_\_\_

Vice-Mayor Taylor \_\_\_\_\_

Mayor Williams \_\_\_\_\_



## City of Opa-locka Agenda Cover Memo

|                                                                   |                                                |                                                      |                                                                                                                                                                                                                                                                                                                                     |                  |                                                                                                                      |
|-------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>Department Director:</b>                                       | Kierra Ward                                    |                                                      | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                               |                  |                                                                                                                      |
| <b>City Manager:</b>                                              | Darvin Williams                                |                                                      | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                |                  |                                                                                                                      |
| <b>Commission Meeting Date:</b>                                   | 08.22.2022                                     | <b>Item Type:</b><br><small>(Enter X in box)</small> | <b>Resolution</b><br><br>X                                                                                                                                                                                                                                                                                                          | <b>Ordinance</b> | <b>Other</b>                                                                                                         |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b>                                     | <b>No</b>                                            | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                        |                  | <b>1<sup>st</sup> Reading</b><br><br>X                                                                               |
|                                                                   | X                                              |                                                      | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                           |                  | <b>2<sup>nd</sup> Reading</b>                                                                                        |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept)<br/>Ex:</small> |                                                      | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                  |                  | <b>Yes</b>                                                                                                           |
|                                                                   |                                                |                                                      |                                                                                                                                                                                                                                                                                                                                     |                  | <b>No</b>                                                                                                            |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b>                                     | <b>No</b>                                            | <b>RFP/RFQ/Bi#:</b>                                                                                                                                                                                                                                                                                                                 |                  |                                                                                                                      |
|                                                                   | X                                              |                                                      |                                                                                                                                                                                                                                                                                                                                     |                  |                                                                                                                      |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b>                                     | <b>No</b>                                            | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input type="checkbox"/><br>Communication <input type="checkbox"/> |                  | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |
|                                                                   |                                                | X                                                    |                                                                                                                                                                                                                                                                                                                                     |                  |                                                                                                                      |
| <b>Sponsor Name</b>                                               | City Manager                                   |                                                      | <b>Department:</b> Human Resources                                                                                                                                                                                                                                                                                                  |                  | City Manager                                                                                                         |

### Short Title:

A resolution of the City of Opa-locka, Florida authorizing the City Manager to select AvMed Health Plan as the provider for the City of Opa-locka Health Plan, Metlife as the provider for the City of Opa-locka's dental and vision group plans, for the benefit year beginning October 1, 2022 expiring September 30, 2023.

### Staff Summary:

The Human Resources Department has worked diligently with the City's Agent of Records, Sapoznik Insurance and Associates, Inc to assess the existing group insurance policies and proposed premium rates from two other carriers. Staff has recommended to renew with the current insurance carriers. A resolution of the City Commission of Opa-locka, Florida authorizes the City Manager to enter into an agreement with AvMed and Metlife for the medical, dental, and vision group plans, respectively.



Staff has analyzed the results of the competitive Bid Process for Insurance Carriers facilitated by the City's current Agent of Records Sapoznik Insurance and Associates. It has been determined that it would be in the City's best interest to continue the current plans and renew the contract with the current carriers.

Metlife provided a 10.10% increase for the renewal of the dental and a rate pass vision insurance with no increase.

**Financial Impact:** This item is estimated to present an annual cost of \$935,234.64 and is subject to change upon employee dependent coverage elections.

|                         |
|-------------------------|
| <b>Proposed Action:</b> |
|-------------------------|

The packet attached identifies additional quotes and plans received and formal declination letters from carriers that declined to provide a quote.

|                    |
|--------------------|
| <b>Attachment:</b> |
|--------------------|

1. Plan Design and Insurance Bid Results



ALTERNATES (2ND YR RATE GUARANTEE BASED ON MLR)

| Carrier Name                                              |  | AvMed                                                                 |             | AvMed                               |                                                                                                                                                                                                                                 | AvMed                           |    | AvMed                                                                       |             |             | AvMed            |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
|-----------------------------------------------------------|--|-----------------------------------------------------------------------|-------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|-----------------------------------------------------------------------------|-------------|-------------|------------------|------------|-----------------------------------------------|------------------|------|-----------------|-----------|-----------------------------------------------|--|-----------|-----------------|--|
| Plan Name                                                 |  | HMO OA 7550<br>Renewal: HMO OA 7709/6218                              |             | HMO OA 7730/6218                    |                                                                                                                                                                                                                                 | HMO OA 7725/6218                |    | Choice 7628<br>Renewal: Choice 7809/7479                                    |             |             | Choice 7815/7479 |            |                                               | Choice 7811/7479 |      |                 |           |                                               |  |           |                 |  |
| Network Access                                            |  | In Network Only                                                       |             | In Network Only                     |                                                                                                                                                                                                                                 | In Network Only                 |    | In Network                                                                  |             | PHCS        | Out of Network   |            | In Network                                    |                  | PHCS | Out of Network  |           | In Network                                    |  | PHCS      | Out of Network  |  |
| Deductible                                                |  |                                                                       |             |                                     |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Deductible                                                |  | \$3500/\$7000                                                         |             | \$5000/\$10000                      |                                                                                                                                                                                                                                 | \$5000/\$10000                  |    | \$2500/\$5000                                                               |             |             | \$7500/\$15000   |            | \$5000/\$10000                                |                  |      | \$15000/\$30000 |           | \$3500/\$7000                                 |  |           | \$10500/\$21000 |  |
| Member Co-Insurance                                       |  | 20%                                                                   |             | 20%                                 |                                                                                                                                                                                                                                 | 20%                             |    | 10%                                                                         |             |             | 40%              |            | 20%                                           |                  |      | 50%             |           | 0%                                            |  |           | 40%             |  |
| Max Benefits                                              |  |                                                                       |             |                                     |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Out of Pocket Maximum                                     |  | \$6350/\$12700                                                        |             | \$7550/\$15100                      |                                                                                                                                                                                                                                 | \$6850/\$13700                  |    | \$6500/\$13000                                                              |             |             | \$19500/\$39000  |            | \$6350/\$12700                                |                  |      | \$19050/\$38100 |           | \$7500/\$15000                                |  |           | \$22500/\$45000 |  |
| Lifetime max                                              |  | Unlimited                                                             |             | Unlimited                           |                                                                                                                                                                                                                                 | Unlimited                       |    | Unlimited                                                                   |             |             | Unlimited        |            |                                               | Unlimited        |      |                 | Unlimited |                                               |  | Unlimited |                 |  |
| Physician Office Services                                 |  |                                                                       |             |                                     |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Physician                                                 |  | \$25                                                                  |             | \$35                                |                                                                                                                                                                                                                                 | \$25                            |    | \$25                                                                        |             |             | 40% After Ded    |            | \$25                                          |                  |      | 50% After Ded   |           | \$35                                          |  |           | 40% After Ded   |  |
| Specialist                                                |  | \$50                                                                  |             | \$70                                |                                                                                                                                                                                                                                 | \$50                            |    | \$50                                                                        |             |             | 40% After Ded    |            | \$50                                          |                  |      | 50% After Ded   |           | \$70                                          |  |           | 40% After Ded   |  |
| Preventive Care                                           |  | Covered 100%                                                          |             | Covered 100%                        |                                                                                                                                                                                                                                 | Covered 100%                    |    | Covered 100%                                                                |             |             | 40% After Ded    |            | Covered 100%                                  |                  |      | 50% After Ded   |           | Covered 100%                                  |  |           | 40% After Ded   |  |
| Diagnostic Services                                       |  |                                                                       |             |                                     |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Independent Clinical Lab                                  |  | Partic: 100% / Indp: \$100<br>Renewal: Indp: \$100 / All Other: \$200 |             | Indp: \$25<br>All Other: \$50       |                                                                                                                                                                                                                                 | Indp: \$25<br>All Other: \$50   |    | Partic: Covered 100% / Indp: \$50<br>Renewal: Indp: \$50 / All Other: \$100 |             |             | 40% After Ded    |            | Indp: \$100<br>All Other: \$200               |                  |      | 50% After Ded   |           | Indp: \$50<br>All Other: \$150                |  |           | 40% After Ded   |  |
| Diagnostic Testing Facility<br>MRI, MRA, CT & PET Scans   |  | Indp: \$100<br>All Others: \$200                                      |             | Indp: \$250<br>All Other: \$500/Ded |                                                                                                                                                                                                                                 | Indp: \$250<br>All Other: \$500 |    | Indp: \$200<br>All Other: \$400 After Ded                                   |             |             | 40% After Ded    |            | Indp: \$100<br>All Other: \$200               |                  |      | 50% After Ded   |           | Indp: \$450<br>All Other: \$600/Ded           |  |           | 40% After Ded   |  |
| ER and Urgent Care                                        |  |                                                                       |             |                                     |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Emergency Room                                            |  | \$200                                                                 |             | \$500                               |                                                                                                                                                                                                                                 | \$500                           |    | \$350                                                                       |             |             | \$200            |            |                                               | \$200            |      |                 | \$600     |                                               |  |           |                 |  |
| Urgent Care                                               |  | \$40/\$25                                                             |             | \$75/\$35                           |                                                                                                                                                                                                                                 | \$75/\$25                       |    | \$75/\$25                                                                   |             |             | 40% After Ded    |            | \$40/\$25                                     |                  |      | 50% After Ded   |           | \$75/\$35                                     |  |           | 40% After Ded   |  |
| Outpatient & Inpatient Services                           |  |                                                                       |             |                                     |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Outpatient Surgery<br>Ambulatory Surgical Center/Hospital |  | 20% After Ded                                                         |             | 20% After Ded                       |                                                                                                                                                                                                                                 | 20% After Ded                   |    | 10% After Ded                                                               |             |             | 40% After Ded    |            | 20% After Ded                                 |                  |      | 50% After Ded   |           | ASC: \$1000<br>Hosp: \$1000 After Ded         |  |           | 40% After Ded   |  |
| Inpatient Hospital                                        |  | 20% After Ded                                                         |             | 20% After Ded                       |                                                                                                                                                                                                                                 | 20% After Ded                   |    | 10% After Ded                                                               |             |             | 40% After Ded    |            | 20% After Ded                                 |                  |      | 50% After Ded   |           | \$1000 After Ded Per Admit                    |  |           | 40% After Ded   |  |
| Provider Services Inpatient Hospital                      |  | 20% After Ded                                                         |             | 20% After Ded                       |                                                                                                                                                                                                                                 | 20% After Ded                   |    | 10% After Ded                                                               |             |             | 40% After Ded    |            | 20% After Ded                                 |                  |      | 50% After Ded   |           | Covered 100%                                  |  |           | 40% After Ded   |  |
| Pharmacy Services                                         |  |                                                                       |             |                                     |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Prescription                                              |  | \$20/30/50/100/50%                                                    |             | \$20/30/50/100/50%                  |                                                                                                                                                                                                                                 | \$20/30/50/100/50%              |    | \$10/25/50/100; 30% After<br>\$500/\$1000 Ded                               |             |             | NC               |            | \$10/25/50/100; 30% After<br>\$500/\$1000 Ded |                  |      | NC              |           | \$10/25/50/100; 30%<br>After \$500/\$1000 Ded |  |           | NC              |  |
| # of Employees                                            |  | Current                                                               |             | Negotiated                          |                                                                                                                                                                                                                                 | Alt 1                           |    | Alt 2                                                                       |             | Current     |                  | Negotiated |                                               | Alt 1            |      |                 | Alt 2     |                                               |  |           |                 |  |
| Employee                                                  |  | 71                                                                    | \$454.15    | \$562.74                            | \$520.28                                                                                                                                                                                                                        | \$535.21                        | 5  | \$525.76                                                                    | \$655.42    | \$602.99    |                  |            | \$635.80                                      |                  |      |                 |           |                                               |  |           |                 |  |
| Employee/Spouse                                           |  | 9                                                                     | \$908.31    | \$1,125.47                          | \$1,040.55                                                                                                                                                                                                                      | \$1,070.42                      | 1  | \$1,051.52                                                                  | \$1,310.84  | \$1,205.98  |                  |            | \$1,271.60                                    |                  |      |                 |           |                                               |  |           |                 |  |
| Employee/Child(ren)                                       |  | 13                                                                    | \$862.89    | \$1,068.97                          | \$988.32                                                                                                                                                                                                                        | \$1,016.68                      | 1  | \$998.95                                                                    | \$1,245.04  | \$1,145.44  |                  |            | \$1,207.77                                    |                  |      |                 |           |                                               |  |           |                 |  |
| Employee/Family                                           |  | 8                                                                     | \$1,407.88  | \$1,744.48                          | \$1,612.86                                                                                                                                                                                                                      | \$1,659.15                      | 4  | \$1,629.86                                                                  | \$2,031.80  | \$1,869.27  |                  |            | \$1,970.99                                    |                  |      |                 |           |                                               |  |           |                 |  |
| Comments                                                  |  | 101                                                                   | Current     | 23.90%                              | 14.56%                                                                                                                                                                                                                          | 17.84%                          | 11 | Current                                                                     | 24.66%      | 14.69%      |                  |            | 20.93%                                        |                  |      |                 |           |                                               |  |           |                 |  |
| Monthly Total                                             |  |                                                                       | \$62,900.05 | \$77,936.22                         | \$72,055.87                                                                                                                                                                                                                     | \$74,123.73                     |    | \$11,198.71                                                                 | \$13,960.18 | \$12,843.45 |                  |            | \$13,542.33                                   |                  |      |                 |           |                                               |  |           |                 |  |
| Current Monthly Total                                     |  |                                                                       | \$74,098.76 |                                     | Quotes are based on the census received. Rates could be adjusted based on final enrollment.                                                                                                                                     |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Negotiated Monthly Total                                  |  |                                                                       | \$91,896.40 | 24.02%                              |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Alternate 1 Monthly Total                                 |  |                                                                       | \$84,899.32 | 14.58%                              | This data is provided for information purposes only. It is not intended to represent a binding obligation. The governing document for this purpose would be the COC issued by the carrier. Please see detailed benefit summary. |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |
| Alternate 2 Monthly Total                                 |  |                                                                       | \$87,666.06 | 18.31%                              |                                                                                                                                                                                                                                 |                                 |    |                                                                             |             |             |                  |            |                                               |                  |      |                 |           |                                               |  |           |                 |  |



### DHMO

| Carrier Name                                                                                                                                                                                                                    |    | MetLife                         |            |            | Lincoln                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------|------------|------------|---------------------------------|
| Plan Name                                                                                                                                                                                                                       |    | Met290                          |            |            | LCDS700B                        |
| Network Access                                                                                                                                                                                                                  |    | In Network Only                 |            |            | In Network Only                 |
| Deductible                                                                                                                                                                                                                      |    | No Ded<br>\$5 Office Visits     |            |            | No Ded<br>\$0 Office Visits     |
| Ded waived for Preventive                                                                                                                                                                                                       |    | None                            |            |            | None                            |
| Preventive                                                                                                                                                                                                                      |    | Some procedures<br>Covered 100% |            |            | Some procedures<br>Covered 100% |
| Basic                                                                                                                                                                                                                           |    | Co-Pays Apply                   |            |            | Co-Pays Apply                   |
| Major                                                                                                                                                                                                                           |    | Co-Pays Apply                   |            |            | Co-Pays Apply                   |
| Periodontics / Endodontics                                                                                                                                                                                                      |    | Co-Pays Apply                   |            |            | Co-Pays Apply                   |
| Annual Maximum Benefit                                                                                                                                                                                                          |    | None                            |            |            | None                            |
| Out of Network Reimbursement Level                                                                                                                                                                                              |    | In Network Only                 |            |            | In Network Only                 |
| Orthodontic                                                                                                                                                                                                                     |    | Co-Pays Apply                   |            |            | Co-Pays Apply                   |
| Orthodontic Eligibility                                                                                                                                                                                                         |    | Adult & Child                   |            |            | Adult & Child                   |
| Orthodontic Maximum                                                                                                                                                                                                             |    | None                            |            |            | None                            |
| Rate Guarantee                                                                                                                                                                                                                  |    | Next Renewal: 10/01/2023        |            |            | 1 Year                          |
| Premium Breakdown                                                                                                                                                                                                               |    | Current                         | Renewal    | Negotiated |                                 |
| Employee                                                                                                                                                                                                                        | 36 | \$11.86                         | \$14.15    | \$13.06    | \$13.24                         |
| Employee/Spouse                                                                                                                                                                                                                 | 4  | \$20.75                         | \$24.75    | \$22.85    | \$23.16                         |
| Employee/Child(ren)                                                                                                                                                                                                             | 8  | \$24.90                         | \$29.70    | \$27.41    | \$28.68                         |
| Employee/Family                                                                                                                                                                                                                 | 4  | \$34.99                         | \$41.73    | \$38.52    | \$36.40                         |
| Comments                                                                                                                                                                                                                        | 52 | Current                         | 19.29%     | 10.10%     | 11.21%                          |
| Monthly Total                                                                                                                                                                                                                   |    | \$849.12                        | \$1,012.92 | \$934.92   | \$944.32                        |
| Quotes are based on the census received. Rates could be adjusted based on final enrollment.                                                                                                                                     |    |                                 |            |            |                                 |
| This data is provided for information purposes only. It is not intended to represent a binding obligation. The governing document for this purpose would be the COC issued by the carrier. Please see detailed benefit summary. |    |                                 |            |            |                                 |

### DPPO

| Carrier Name                                                                                                                                                                                                                    |    | MetLife                            |                            | Lincoln                            |                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------|----------------------------|------------------------------------|----------------------------|
| Plan Name                                                                                                                                                                                                                       |    | DPPO                               |                            | DPPO                               |                            |
| Network Access                                                                                                                                                                                                                  |    | In Network Member Cost             | Out of Network Member Cost | In Network Member Cost             | Out of Network Member Cost |
| Deductible                                                                                                                                                                                                                      |    | \$50/\$150                         | \$50/\$150                 | \$50/\$150                         | \$50/\$150                 |
| Ded waived for Preventive                                                                                                                                                                                                       |    | Yes                                | No                         | Yes                                | Yes                        |
| Preventive                                                                                                                                                                                                                      |    | 0%                                 | 10%                        | 0%                                 | 10%                        |
| Basic                                                                                                                                                                                                                           |    | 10%                                | 30%                        | 10%                                | 30%                        |
| Major                                                                                                                                                                                                                           |    | 40%                                | 60%                        | 40%                                | 60%                        |
| Periodontics / Endodontics                                                                                                                                                                                                      |    | Major<br>Simple Extractions: Basic |                            | Major<br>Simple Extractions: Basic |                            |
| Annual Maximum Benefit                                                                                                                                                                                                          |    | \$3,000                            | \$1,500                    | \$3,000                            | \$1,500                    |
| Out of Network Reimbursement Level                                                                                                                                                                                              |    | Fee                                | Fee                        | Fee                                | UCR                        |
| Orthodontic                                                                                                                                                                                                                     |    | 50%                                |                            | 50%                                |                            |
| Orthodontic Eligibility                                                                                                                                                                                                         |    | Child(ren) to age 19               |                            | Child(ren) to age 19               |                            |
| Orthodontic Maximum                                                                                                                                                                                                             |    | \$1,000                            |                            | \$1,000                            |                            |
| Rate Guarantee                                                                                                                                                                                                                  |    | Next Renewal: 10/01/2023           |                            | 1 Year                             |                            |
| Premium Breakdown                                                                                                                                                                                                               |    | Current                            | Renewal                    |                                    |                            |
| Employee                                                                                                                                                                                                                        | 34 | \$40.42                            | \$38.40                    | \$34.34                            |                            |
| Employee/Spouse                                                                                                                                                                                                                 | 8  | \$80.83                            | \$76.79                    | \$68.69                            |                            |
| Employee/Child(ren)                                                                                                                                                                                                             | 9  | \$97.48                            | \$92.61                    | \$82.83                            |                            |
| Employee/Family                                                                                                                                                                                                                 | 11 | \$145.48                           | \$138.21                   | \$123.61                           |                            |
| Comments                                                                                                                                                                                                                        | 62 | Current                            | -5.00%                     | -15.03%                            |                            |
| Monthly Total                                                                                                                                                                                                                   |    | \$4,498.52                         | \$4,273.72                 | \$3,822.26                         |                            |
| Quotes are based on the census received. Rates could be adjusted based on final enrollment.                                                                                                                                     |    |                                    |                            |                                    |                            |
| This data is provided for information purposes only. It is not intended to represent a binding obligation. The governing document for this purpose would be the COC issued by the carrier. Please see detailed benefit summary. |    |                                    |                            |                                    |                            |



### VISION

| Carrier Name                                                                                                                                                                                                                    |    | MetLife<br>*Must be sold with Dental*            | EyeMed                                           |                                                  | Lincoln<br>*Must be sold with Dental*            |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--|
| Plan Name                                                                                                                                                                                                                       |    | M130D - 10/10                                    | Option 1                                         |                                                  | LVC8                                             |  |
| Network Access                                                                                                                                                                                                                  |    | In Network AllowanceOut of Network Reimbursement | In Network AllowanceOut of Network Reimbursement | In Network AllowanceOut of Network Reimbursement | In Network AllowanceOut of Network Reimbursement |  |
| Eye Care Co-pay                                                                                                                                                                                                                 |    |                                                  |                                                  |                                                  |                                                  |  |
| Eye Exam                                                                                                                                                                                                                        |    | \$10Up to \$45                                   | \$10Up to \$40                                   | \$10Up to \$40                                   | \$10Up to \$40                                   |  |
| Frequency                                                                                                                                                                                                                       |    | 12 Months                                        | 12 Months                                        |                                                  | 12 Months                                        |  |
| Materials Co-pay                                                                                                                                                                                                                |    | \$10N/A                                          | \$10N/A                                          | \$10N/A                                          | \$10N/A                                          |  |
| Lenses                                                                                                                                                                                                                          |    |                                                  |                                                  |                                                  |                                                  |  |
| Single                                                                                                                                                                                                                          |    | \$0 After Co-payUp to \$30                       | \$0 After Co-payUp to \$30                       | \$0 After Co-payUp to \$30                       | \$0 After Co-payUp to \$40                       |  |
| Bifocal                                                                                                                                                                                                                         |    | \$0 After Co-payUp to \$50                       | \$0 After Co-payUp to \$50                       | \$0 After Co-payUp to \$50                       | \$0 After Co-payUp to \$60                       |  |
| Trifocal                                                                                                                                                                                                                        |    | \$0 After Co-payUp to \$65                       | \$0 After Co-payUp to \$70                       | \$0 After Co-payUp to \$70                       | \$0 After Co-payUp to \$80                       |  |
| Lenticular                                                                                                                                                                                                                      |    | \$0 After Co-payUp to \$100                      | \$0 After Co-payUp to \$70                       | \$0 After Co-payUp to \$70                       | \$0 After Co-payUp to \$80                       |  |
| Frequency                                                                                                                                                                                                                       |    | 12 Months                                        | 12 Months                                        |                                                  | 12 Months                                        |  |
| Frames                                                                                                                                                                                                                          |    |                                                  |                                                  |                                                  |                                                  |  |
| Frames                                                                                                                                                                                                                          |    | Up to \$130 + 20% off BalanceUp to \$70          | Up to \$130 + 20% off BalanceUp to \$91          | Up to \$130 + 20% off BalanceUp to \$91          | Up to \$130 + 30% off BalanceUp to \$45          |  |
| Frequency                                                                                                                                                                                                                       |    | 24 Months                                        | 24 Months                                        |                                                  | 24 Months                                        |  |
| Contact Lens Co-pay                                                                                                                                                                                                             |    | In lieu of any other eyewear benefits            | In lieu of any other eyewear benefits            |                                                  | In lieu of any other eyewear benefits            |  |
| Elective                                                                                                                                                                                                                        |    | Up to \$130Up to \$105                           | Up to \$130Up to \$91                            | Up to \$130Up to \$91                            | Up to \$125Up to \$125                           |  |
| Medically Necessary                                                                                                                                                                                                             |    | \$0 After Co-payUp to \$210                      | \$0 After Co-payUp to \$300                      | \$0 After Co-payUp to \$300                      | \$0 After Co-payUp to \$210                      |  |
| Frequency                                                                                                                                                                                                                       |    | 12 Months                                        | 12 Months                                        |                                                  | 12 Months                                        |  |
| Rate Guarantee                                                                                                                                                                                                                  |    | Next Renewal: 10/01/2023                         | 4 Years                                          |                                                  | 2 Years                                          |  |
| Premium Breakdown                                                                                                                                                                                                               |    | Current/Renewal                                  |                                                  |                                                  |                                                  |  |
| Employee                                                                                                                                                                                                                        | 53 | \$6.80                                           | \$6.75                                           |                                                  | \$7.62                                           |  |
| Employee/Spouse                                                                                                                                                                                                                 | 12 | \$13.62                                          | \$13.52                                          |                                                  | \$14.47                                          |  |
| Employee/Child(ren)                                                                                                                                                                                                             | 12 | \$14.02                                          | \$13.91                                          |                                                  | \$16.98                                          |  |
| Employee/Family                                                                                                                                                                                                                 | 14 | \$21.79                                          | \$21.63                                          |                                                  | \$23.87                                          |  |
| Comments                                                                                                                                                                                                                        | 91 | Rate Pass                                        | -0.74%                                           |                                                  | 11.86%                                           |  |
| Total Monthly                                                                                                                                                                                                                   |    | \$997.14                                         | \$989.73                                         |                                                  | \$1,115.44                                       |  |
| Quotes are based on the census received. Rates could be adjusted based on final enrollment.                                                                                                                                     |    |                                                  |                                                  |                                                  |                                                  |  |
| This data is provided for information purposes only. It is not intended to represent a binding obligation. The governing document for this purpose would be the COC issued by the carrier. Please see detailed benefit summary. |    |                                                  |                                                  |                                                  |                                                  |  |



**Large Group Choice Plan  
Medical and Hospital Service Contract  
with Point of Service Rider**

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read "James M. Repp", with a large, stylized flourish at the end.

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**AVMED CORPORATE OFFICE**  
9400 S. DADELAND BOULEVARD  
MIAMI, FL 33156-9004

**AVMED MEMBER ENGAGEMENT CENTER - ALL AREAS**  
**1-800-88 AVMED**  
**(1-800-882-8633)**

**SERVICE AREA**

|           |              |            |
|-----------|--------------|------------|
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| Baker     | Hernando     | Palm Beach |
| Bradford  | Hillsborough | Pasco      |
| Broward   | Lake         | Pinellas   |
| Citrus    | Lee          | Polk       |
| Clay      | Levy         | St. Johns  |
| Columbia  | Manatee      | Sarasota   |
| Dixie     | Marion       | Seminole   |
| Duval     | Miami-Dade   | Suwannee   |
| Gilchrist | Nassau       | Union      |
|           | Orange       |            |

**SERVICE AREA OFFICES**

**MIAMI**

9400 South Dadeland Boulevard  
Miami, Florida 33156-9004  
(305) 671-5437  
(800) 432-6676

**GAINESVILLE**

4300 Northwest 89th Boulevard  
Post Office Box 749  
Gainesville, Florida 32627-0749  
(352) 372-8400  
(800) 346-0231

**AVMED, INC.**  
**LARGE GROUP CHOICE PLAN**  
**MEDICAL AND HOSPITAL SERVICE CONTRACT**  
**WITH POINT OF SERVICE RIDER**

**IN CONSIDERATION** of the payment of pre-paid monthly Premiums as provided herein, AvMed, Inc., a private Florida not-for-profit corporation, state licensed as a health maintenance organization under Chapter 641, *Florida Statutes* (hereinafter, "AvMed"), and the Subscribing Group as named on the Group Master Application (hereinafter "Subscribing Group"), agree as follows:

**I. INTRODUCTION**

- 1.1 **Provision of Health Care Services and Benefits.** The Subscribing Group engages AvMed, on behalf of the group health plan described in this Contract, to arrange for the provision of Covered Benefits or Covered Services which are Medically Necessary for the diagnosis and treatment of Members of the Subscribing Group. AvMed arranges for the delivery of Covered Services in accordance with the covenants and conditions contained in this Contract, and does not directly provide these Covered Services. AvMed will rely upon the statements of the Subscriber in his application in arranging for the provision of Covered Services under this Contract.
- 1.2 **Interpretation.** In order to provide the advantages of Hospital and medical facilities and of In-Network Providers, AvMed operates on a direct service rather than indemnity basis. The interpretation of this Contract will be guided by the direct service nature of AvMed's program and the definitions and other provisions contained herein.
- 1.3 **Important Considerations.** When reading your Contract, please remember:
- a. You should read this Contract in its entirety in order to determine if a particular Health Care Service is covered.
  - b. Many of the provisions of this Contract are interrelated. Therefore, reading just one or two provisions may give you a misleading impression. Many words used in this Contract have special meanings (see Part II. DEFINITIONS).
  - c. The headings of Parts and Sections contained in this Contract are for reference purposes only and will not affect in any way the meaning or interpretation of particular provisions.
- 1.4 **References in this Contract**
- a. References to "you" or "your" throughout refer to you as the Subscriber and to your Covered Dependents, unless expressly stated otherwise or unless, in the context in which the term is used, it is clearly intended otherwise. Any references which refer solely to you as the Subscriber or solely to your Covered Dependents will be noted as such.
  - b. References to "we", "us" and "our" throughout refer to AvMed.
  - c. Whenever used, the singular will include the plural and the plural the singular, and the use of any gender will include all genders.
  - d. References to the "Plan" refer to this AvMed Large Group Choice Plan.
  - e. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. If a word or phrase has a defined meaning, it will either be in Part II. DEFINITIONS or defined within the particular section where it is used.
- 1.5 **Shared Savings Incentive Program.** This Contract is eligible for the Shared Savings Incentive Program per Section 641.31076, *F.S.* This voluntary program allows Members to participate in the savings generated from Shoppable Health Care Services located at providers on the AvMed's shared savings list.
- a. AvMed's shared savings list is available at [www.avmed.org/smartshopper](http://www.avmed.org/smartshopper). This list includes all available Shoppable Health Care Services and their Shared Savings Incentive amount. Be aware, this list may change. Please check frequently to ensure you have accurate information.

- b. When you qualify for a reward, your Shared Saving Incentive will be sent to you by check approximately 30 days after we confirm that you received care at an incentive eligible location.
  - c. AvMed must notify you, and the Office of Insurance Regulation, at least 30 days before termination of this program.
- 1.6 **Contract Renewal.** This Contract is guaranteed renewable and will stay in effect as long as the Subscribing Group meets and continues to meet the eligibility guidelines set forth in the Group Master Application and Premiums are paid on time. Subscribing Group and Members are subject to all terms, conditions, Limitations, and Exclusions in this Contract and to all of the rules and regulations of the Plan. By paying Premiums or having Premiums paid on your behalf, you accept the provisions of this Contract.
- 1.7 **You must notify us immediately of any address change** (or email us if you have opted for electronic communications).

## II. DEFINITIONS

As used in this Contract, each of the following terms will have the meaning indicated. For further definitions, go to [www.healthcare.gov/glossary](http://www.healthcare.gov/glossary) to review the Uniform Glossary provided as a result of the Affordable Care Act.

- 2.1 **Accidental Dental Injury** means an injury to Sound Natural Teeth (not previously compromised by decay) caused by a sudden, unintentional, and unexpected event or force. This term does not include injuries to the mouth, structures within the oral cavity, or injuries to Sound Natural Teeth caused by biting or chewing, surgery or treatment for a disease or illness.
- 2.2 **Adverse Benefit Determination** means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Member's eligibility to participate in the Plan; and including:
- a. a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any Utilization Management Program, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational, or not Medically Necessary; and
  - b. a cancellation or discontinuance of coverage that has retroactive effect, unless attributable to a failure to timely pay required Premiums or contributions toward the cost of coverage.
- 2.3 **Allowed Amount** means the maximum amount established by AvMed upon which payment will be based for Covered Services rendered by In-Network Providers. The Allowed Amount may be changed at any time without notice to you or your consent.
- 2.4 **Ambulatory Surgery Center** means a facility licensed pursuant to Chapter 395, *Florida Statutes* (or if outside Florida, applicable state law), the primary purpose of which is to provide surgical care to a patient admitted to, and discharged from, such facility within 24 hours.
- 2.5 **Applied Behavior Analysis** means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relations between environment and behavior. Applied Behavior Analysis services will be provided by an individual certified pursuant to Section 393.17, *Florida Statutes*, or an individual licensed under Chapter 490 or Chapter 491, *Florida Statutes*.
- 2.6 **Attending Physician** means the Physician primarily responsible for the care of a Member with respect to any particular Condition.
- 2.7 **Autism Spectrum Disorders** means any of the following disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association:
- a. Autistic disorder;



- b. Asperger's syndrome;
  - c. Pervasive developmental disorder not otherwise specified.
- 2.8 **AvMed Provider Network** or **AvMed Network** means the Health Care Providers with whom AvMed has contracted or made arrangements to provide Covered Benefits and Covered Services to Choice Plan Members.
- 2.9 **Benefit Level** means:
  - a. For AvMed Choice Plan In-Network Providers and PHCS providers, the Copayment or Coinsurance percentage of the Allowed Amount for Covered Services, after any applicable Calendar Year Deductible is met. Benefits for Covered Services from AvMed In-Network Providers inside the Service Area, and PHCS providers outside the Service Area, are payable at the high Benefit Level. NOTE: Covered Services from PHCS providers are payable at the high Benefit Level only when received outside the Service Area.
  - b. For Out-of-Network Providers, the Copayment or Coinsurance percentage of the Maximum Allowable Payment for Covered Services, after the applicable Calendar Year Deductible is met. Benefits for Covered Services from Out-of-Network Providers are payable at the low Benefit Level.
- 2.10 **Birthing Center** means a facility licensed pursuant to Chapter 383, *Florida Statutes* (or if outside Florida, applicable state law), which is freestanding, and is not a Hospital or in a Hospital, in which births are planned to occur away from the mother's usual residence following a normal, uncomplicated, low-risk pregnancy. Birthing Centers must provide facilities for obstetrical delivery and short-term recovery after delivery, care under the full-time supervision of a Physician and either a registered nurse (R.N.) or a licensed nurse midwife, and have a written agreement with a Hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post- delivery confinement.
- 2.11 **Breast Reconstructive Surgery** means surgery to reestablish symmetry between the two breasts following breast cancer treatment.
- 2.12 **Calendar Year Deductible** means the first payments up to a specified dollar amount that a Member must make in the applicable calendar year for Covered Benefits. It is the amount you owe for certain Covered Services before AvMed begins to pay, and must be satisfied once each calendar year. The Calendar Year Deductible may not apply to all services. The Deductible applies to each Member, subject to any family Deductible listed on the Schedule of Benefits. For purposes of the Deductible, "family" means the Covered Employee and Covered Dependents.
- 2.13 **Calendar Year Out-of-Pocket Maximum** means the maximum amount you will pay during a calendar year before AvMed begins to pay 100% of the Allowed Amount or Maximum Allowable Payment for Covered Services during the same calendar year. This limit never includes your Premiums, Prescription Drug Brand Additional Charges, third-party Copayment assistance toward Member cost-sharing for Specialty Medications, charges in excess of the Maximum Allowable Payment for Covered Services rendered by Out-of-Network Providers, or charges for health care that AvMed does not cover.
- 2.14 **Claim** means a request for benefits under this Contract, made by or on behalf of a Member in accordance with AvMed's procedures for filing benefit Claims.
  - a. Pre-Service Claim means any Claim for benefits under this Contract for which, in whole or in part, a Claimant must obtain authorization from AvMed in advance of such services being provided to or received by the Member.
  - b. Urgent Care Claim means any Claim for medical care or treatment for a Condition that could seriously jeopardize the Member's life or health, or the Member's ability to regain maximum function or, in the opinion of a Physician with knowledge of the Member's Condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment requested.

- c. Concurrent Care Claim means any request by a Claimant that relates to an Urgent Care Claim to extend a course of treatment beyond the initial period of time or number of treatments previously approved.
  - d. Post-Service Claim means any Claim for benefits under this Contract that is not a Pre-Service Claim.
- 2.15 **Claimant** means a Member or a Member's authorized representative acting on behalf of a Member. AvMed may establish procedures for determining whether an individual is authorized to act on behalf of a Member with respect to a Claim for benefits.
- 2.16 **Coinsurance** means the portion of the cost for a Covered Service that a Member must pay once any applicable Deductible has been met, and is expressed as a percentage, established solely by AvMed, of the Allowed Amount or Maximum Allowable Payment for the Covered Service, or the percentage of an amount based on the Maximum Medicare Allowable or Average Wholesale Price for the Covered Service. Members are responsible for the payment of any applicable Coinsurance directly to a Health Care Provider at the time Covered Services are received.
- 2.17 **Condition** means a disease, illness, ailment, injury, or pregnancy.
- 2.18 **Contract** means this AvMed Choice Plan Large Group Medical and Hospital Service Contract with Point of Service Rider, which may at times be referred to as "**Group Contract**" or "**Subscribing Group Contract**" or "**Point of Service Plan**" and all Applications, Rate Letters (as described in Part XVII. GENERAL PROVISIONS), schedules, amendments, and any other document approved by the Florida Office of Insurance Regulation for incorporation into this Contract.
- 2.19 **Copayment** means the fixed dollar amount, established solely by AvMed, that a Member must pay once any applicable Deductible has been met, for certain Covered Services rendered by a Health Care Provider at the time the Covered Services are received. The Copayment is a portion of the Allowed Amount or Maximum Allowable Payment for the Covered Service, or a portion of the Maximum Medicare Allowable or Average Wholesale Price, for the Covered Service.
- 2.20 **Coverage Criteria** are medical and pharmaceutical protocols used to determine payment of products and services and are based on independent clinical practice guidelines and standards of care established by government agencies and medical/pharmaceutical societies. AvMed reserves the right to make changes in Coverage Criteria for covered products and services.
- 2.21 **Covered Benefits** or **Covered Services** means those Health Care Services to which a Member is entitled under the terms of this Contract. Member's cost-sharing responsibilities for Covered Services, including any applicable Deductible, Copayments and Coinsurance amounts, are outlined in the Schedule of Benefits.
- 2.22 **Covered Dependent** means any dependent of a Subscriber's family, who meets and continues to meet all applicable eligibility requirements, and who is enrolled and actually covered under this Contract other than as a Subscriber.
- 2.23 **Custodial** or **Custodial Care** means care that serves to assist an individual in the activities of daily living, such as assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet, preparation of special diets, and supervision of medication that usually can be self-administered. Custodial Care essentially is personal care that does not require the continuing attention of trained medical personnel. In determining whether a person is receiving Custodial Care, consideration is given to the frequency, intensity and level of care, medical supervision required and furnished, patient's diagnosis, type of Condition, degree of functional limitation, or rehabilitation potential.
- 2.24 **Dental Care** means:
- a. dental x-rays, examinations and treatment of the teeth or any services, supplies or charges directly related to:
    - i. the care, filling, removal or replacement of teeth; or

- ii. the treatment of injuries to, or disease of, the teeth, gums or structures directly supporting or attached to the teeth, that are customarily provided by dentists (including orthodontics, reconstructive jaw surgery, casts, splints and services for dental malocclusion).
- 2.25 **Detoxification** means a process whereby an alcohol or drug intoxicated, or alcohol or drug dependent, individual is assisted through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or drug, alcohol or drug dependent factors, or alcohol in combination with drugs, as determined by a licensed Health Professional, while keeping the physiological risk to the individual at a minimum.
- 2.26 **Durable Medical Equipment (DME)** is any equipment that meets all of the following requirements:
  - a. can withstand repeated use; and
  - b. is primarily and customarily used to serve a medical purpose; and
  - c. generally is not useful to a person in the absence of an illness or injury; and
  - d. is appropriate for use in the Member's home.
- 2.27 **Emergency Medical Condition** means:
  - a. A Condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
    - i. serious jeopardy to the health of a patient, including a pregnant woman or fetus;
    - ii. serious impairment to bodily functions; or
    - iii. serious dysfunction of any bodily organ or part; and
    - iv. with respect to a pregnant woman:
      - 1) that there is inadequate time to effect safe transfer to another Hospital prior to delivery;
      - 2) that a transfer may pose a threat to the health and safety of the patient or fetus; or
      - 3) that there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.
  - b. Examples of Emergency Medical Conditions include heart attack, stroke, massive internal or external bleeding, fractured limbs, or severe trauma.
- 2.28 **Emergency Medical Services and Care** means medical screening, examination and evaluation by a Physician or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a Physician, to determine if an Emergency Medical Condition exists and, if it does, the care, treatment, or surgery for a Covered Service by a Physician necessary to relieve or eliminate the Emergency Medical Condition within the service capability of the Hospital.
  - a. In-area emergency does not include elective or routine care, care of minor illnesses or care that can reasonably be sought and obtained from the Member's Physician. The determination as to whether or not an illness or injury constitutes an Emergency Medical Condition will be made by AvMed and may be made retrospectively based upon all information known at the time the Member was present for treatment.
  - b. Out-of-area emergency does not include care for Conditions for which a Member could reasonably have foreseen the need of such care before leaving the Service Area or care that could safely be delayed until prompt return to the Service Area. The determination as to whether or not an illness or injury constitutes an Emergency Medical Condition will be made by AvMed and may be made retrospectively based upon all information known at the time the Member was present for treatment.
- 2.29 **Essential Health Benefits** has the meaning set forth under the Affordable Care Act, Section 1302(b), and applicable regulations. The ten categories of Essential Health Benefits are:
  - a. ambulatory patient services;
  - b. emergency services;
  - c. hospitalization;
  - d. maternity and newborn care;
  - e. mental health and substance use disorder services (including behavioral health treatment);

- f. prescription drugs;
- g. rehabilitative and habilitative services and devices;
- h. laboratory services;
- i. preventive and wellness services and chronic disease management;
- j. pediatric services (including oral and vision care).

2.30 **Exclusion** means any provision of this Contract whereby coverage for a specific hazard, service or Condition is entirely eliminated.

2.31 **Experimental or Investigational** means:

- a. Any evaluation, treatment, therapy, or device which involves the application, administration or use, of procedures, techniques, equipment, supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, or chemical compounds if, as determined by AvMed:
  - i. such evaluation, treatment, therapy, or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA) or the Florida Department of Health and approval for marketing has not, in fact, been given at the time such is furnished to the Member;
  - ii. such evaluation, treatment, therapy, or device is provided pursuant to a written protocol which describes as among its objectives the following: determinations of safety, efficacy, or efficacy in comparison to the standard evaluation, treatment, therapy, or device;
  - iii. such evaluation, treatment, therapy, or device is delivered or should be delivered subject to the approval and supervision of an institutional review board or other entity as required and defined by federal regulations;
  - iv. credible scientific evidence shows that such evaluation, treatment, therapy, or device is the subject of an ongoing Phase I or II clinical investigation, or the experimental or research arm of a Phase III clinical investigation, or under study to determine maximum tolerated dosages, toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the Condition in question;
  - v. credible scientific evidence shows that the consensus of opinion among experts is that further studies, research, or clinical investigations are necessary to determine maximum tolerated dosages, toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the Condition in question;
  - vi. credible scientific evidence shows that such evaluation, treatment, therapy, or device has not been proven safe and effective for treatment of the Condition in question, as evidenced in the most recently published medical literature in the United States, Canada, or Great Britain, using generally accepted scientific, medical, or public health methodologies or statistical practices.
- b. Credible scientific evidence is defined by AvMed as one of the following:
  - i. records maintained by Physicians or Hospitals rendering care or treatment to the Member or other patients with the same or similar Condition;
  - ii. reports, articles, or written assessments in authoritative medical and scientific literature published in the United States, Canada, or Great Britain;
  - iii. published reports, articles, or other literature of the United States Department of Health and Human Services or the United States Public Health Service, including any of the National Institutes of Health, or the United States Office of Technology Assessment;
  - iv. the written protocol or protocols relied upon by the Attending Physician or institution or the protocols of another Physician or institution studying substantially the same evaluation, treatment, therapy, or device;
  - v. the written informed consent used by the Attending Physician or institution or by another Physician or institution studying substantially the same evaluation, treatment, therapy, or device; or

- vi. the records (including any reports) of any institutional review board of any institution which has reviewed the evaluation, treatment, therapy, or device for the Condition in question.
- 2.32 **Full-Time Student or Part-Time Student** means one who is attending a recognized and accredited college, university, vocational or secondary school and is carrying sufficient credits to qualify as a Full-Time or Part-Time Student in accordance with the requirements of the school.
- 2.33 **Habilitation Services** are services that help a person keep, learn or improve skills and functioning for daily living. Such services may be provided in order for a person to attain and maintain a skill or function never learned or acquired due to a disabling Condition. They are services that are deemed necessary to meet the needs of individuals with developmental disabilities in programs designed to achieve objectives of improved health, welfare and the realization of individuals' maximum physical, social, psychological and vocational potential for useful and productive activities.
- 2.34 **Health Care Providers** means Health Professionals and includes institutional providers, such as Hospitals, Medical Offices or Other Health Care Facilities that are engaged in the delivery of Health Care Services and are licensed and practice under an institutional license or other authority consistent with state law.
- 2.35 **Health Care Services** (except as limited or excluded by this Contract) means the professional services of Physicians and other Health Professionals, including medical, surgical, diagnostic, therapeutic and preventive services that are:
- generally and customarily provided in the Service Area;
  - performed, prescribed or directed by Health Professionals acting within the scope of their licenses; and
  - Medically Necessary (except for preventive services as stated herein) for the diagnosis and treatment of injury or illness.
- 2.36 **Health Professionals** means allopathic and osteopathic Physicians, podiatrists, chiropractors, physician assistants, nurses, licensed clinical social workers, pharmacists, optometrists, nutritionists, occupational therapists, physical therapists, certified nurse midwives and midwives, and other professionals engaged in the delivery of Health Care Services, who are appropriately licensed under applicable state law.
- 2.37 **Home Health Care Services (Skilled Home Health Care)** means Physician-directed professional, technical and related medical and personal care services provided on an intermittent or part-time basis directly by (or indirectly through) a home health agency in your home or residence. Such services include professional visiting nurses or other Health Professionals for services covered under this Contract. For purposes of this definition, a Hospital, Skilled Nursing Facility, nursing home or other facility will not be considered a home or residence.
- 2.38 **Hospice** means a public agency or private organization licensed pursuant to Chapter 400, *Florida Statutes* (or if outside Florida, applicable state law), to provide Hospice services. Such licensed entity must be principally engaged in providing pain relief, symptom management, and supportive services to terminally ill Members and their families.
- 2.39 **Hospital** means a facility licensed pursuant to Chapter 395, *Florida Statutes* (or if outside Florida, applicable state law), that offers services which are more intensive than those required for room, board, personal services and general nursing care; offers facilities and beds for use beyond 24 hours; and regularly makes available at least clinical laboratory services, diagnostic x-ray services and treatment facilities for surgery or obstetrical care or other definitive medical treatment of similar extent.
- The term Hospital does not include an Ambulatory Surgery Center; Skilled Nursing Facility; stand-alone Birthing Center; convalescent, rest or nursing home; or facility which primarily provides Custodial, educational or rehabilitative therapies.
  - If services specifically for the treatment of a physical disability are provided in a licensed Hospital which is accredited by The Joint Commission, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitative Facilities, payment for these services will not



be denied solely because such Hospital lacks major surgical facilities and is primarily of a rehabilitative nature. Recognition of these facilities does not expand the scope of Covered Services. It only expands the setting where Covered Services can be performed for coverage purposes.

- 2.40 **Hospital-owned or affiliated** means under common ownership, licensure or control of a Hospital. As may be noted in your Schedule of Benefits, the cost-sharing for some services can vary depending on whether or not they are obtained at a Hospital-owned or Hospital-affiliated facility. Also see **Independent Facility** below.
- 2.41 **Identification Card** means the cards AvMed issues to Members. The card is our property and is not transferable to another person. Possession of such card in no way verifies that a particular individual is eligible for, or covered under, this Contract.
- 2.42 **Independent Facility** means a facility not under common ownership, licensure or control of a Hospital. The cost-sharing for some services may vary depending on whether or not they are obtained at an Independent Facility.
- 2.43 **In-Network Provider** means any Health Care Provider with whom AvMed has contracted or made arrangements to render the Covered Benefits and Covered Services described in this Contract to AvMed Choice Plan Members. For a listing of In-Network Providers, please refer to your AvMed Choice Plan Provider Directory or visit our online directory at [www.avmed.org](http://www.avmed.org).
- 2.44 **Injectable Medication** means a medication that is approved by the U.S. Food and Drug Administration (FDA) for administration by one or more of the following routes: intra-articular, intracavernous, intramuscular, intraocular, intrathecal, intravenous or subcutaneous injection; or intravenous infusion. Medications intended to be injected or infused by a Health Professional are generally covered as a medical benefit. Prior Authorization may be required for Injectable Medications.
- 2.45 **Intensive Outpatient Treatment** means treatment in which an individual receives at least three clinical hours of institutional care per day (24-hour period) for at least three days a week and returns home or is not treated as an inpatient during the remainder of that 24-hour period. A Hospital shall not be considered a 'home' for purposes of this definition.
- 2.46 **Limitation** means any provision other than an Exclusion that restricts coverage under this Contract.
- 2.47 **Master Application** means the Subscribing Group application form entitled 'Group Master Application' which becomes a part of the Contract when the Group Master Application has been completed and executed by the Subscribing Group and AvMed.
- 2.48 **Material Misrepresentation** means the omission, concealment of facts or incorrect statements made on any application or enrollment forms by an applicant, Subscriber or Covered Dependent which, had they been known, would have affected our decision to issue this Contract, the issuance of different benefits, or the issuance of this Contract only at a higher rate.
- 2.49 **Maximum Allowable Payment** means the maximum amount, as established by AvMed, which AvMed will pay for any Covered Service rendered by an Out-of-Network Provider or supplier of services, medications or supplies, except for Emergency Medical Services and Care as defined herein. The Maximum Allowable Payment may be changed at any time by AvMed without notice to you or your consent. You may obtain an estimate of the Maximum Allowable Payment for particular services from Out-of-Network Providers, by contacting AvMed's Member Engagement Center at the telephone number on the cover of this Contract or on your AvMed Identification Card. The fact that we may provide you with such information does not mean, and will not be construed to mean, that the particular service is a Covered Service. All terms and conditions included in your Contract apply.
- 2.50 **Medical Office** means any outpatient facility or Physician's office utilized by a Health Professional.
- 2.51 **Medical Supplies – outpatient disposable.** Outpatient disposable Medical Supplies means disposable medical supplies that are prescribed by a Physician for outpatient use; are usable only

by the Member for whom they are prescribed; have no further use when the medical need ends; and are not primarily for comfort or hygiene, environmental control, or exercise.

- 2.52 **Medically Necessary** or **Medical Necessity** means the use of any appropriate medical treatment, service, equipment and/or supply as provided by a Hospital, Skilled Nursing Facility, Physician or other provider which is necessary, as determined by AvMed, for the diagnosis, care or treatment of a Member's illness or injury and which is:
- a. consistent with the symptoms, diagnosis and treatment of the Member's Condition;
  - b. the most appropriate level of supply and/or service for the diagnosis and treatment of the Member's Condition;
  - c. in accordance with standards of acceptable community practice;
  - d. not primarily intended for the personal comfort or convenience of the Member, the Member's family, the Physician or other Health Professionals;
  - e. approved by the appropriate medical body or health care specialty involved as effective, appropriate, and essential for the care and treatment of the Member's Condition; and
  - f. not Experimental or Investigational.
- 2.53 **Medicare** means the federal health insurance provided pursuant to Title XVIII of the Social Security Act and all amendments thereto.
- 2.54 **Member** means any person who meets all applicable requirements of Part III. ELIGIBILITY FOR COVERAGE and enrolls in the Plan as a Subscriber or Covered Dependent, and for whom the Premium prepayment required by Part VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES, AND OTHER EXPENSES has actually been received by AvMed.
- 2.55 **Mental/Behavioral Health Disorder** means any disorder listed in the diagnostic categories of the most recent International Classification of Disease, or their equivalents in the most recently published version of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders, regardless of the underlying cause, or effect, of the disorder.
- 2.56 **Morbid Obesity (clinically severe obesity)** means a body mass index (BMI), as determined by an in-network Health Professional as of the date of service, of:
- a. 40 kilograms or greater per meter squared (kg/m<sup>2</sup>); or
  - b. 35 kilograms or greater per meter squared (kg/m<sup>2</sup>) with an associated comorbid condition such as uncontrolled hypertension, type II diabetes, life-threatening cardiopulmonary conditions, or severe sleep apnea.
- 2.57 **Out-of-Network Provider** means any Health Care Provider with whom AvMed has neither contracted nor made arrangements to render the Covered Benefits or Covered Services described in this Contract as an In-Network Provider.
- 2.58 **Orthotic Appliances** or **Orthotic Devices** means any rigid or semi-rigid device needed to support a weak or deformed body part or to restrict or eliminate body movement.
- 2.59 **Other Health Care Facility(ies)** means any facility licensed in accordance with the laws of the appropriate legally authorized agency, other than acute care Hospitals and those facilities providing services to ventilator dependent patients, which provides inpatient services at an intermediate or lower level of care such as skilled nursing care, Residential Treatment and Rehabilitation Services.
- 2.60 **Outpatient Rehabilitation Facility** means an entity that renders, through Health Professionals licensed pursuant to Florida law (or if outside Florida, applicable state law), outpatient physical, occupational, speech, pulmonary and cardiac rehabilitation therapies for the primary purpose of restoring or improving a bodily function impaired or eliminated by a Condition. The term Outpatient Rehabilitation Facility, as used herein, will not include any Hospital, including a general acute care Hospital, or any separately organized unit of a Hospital that provides comprehensive medical rehabilitation inpatient or rehabilitation outpatient services, including a Class III or Class IV "specialty rehabilitation hospital" as described in Chapter 59A, *Florida Administrative Code*.

- 2.61 **Pain Management** means pain assessment, medication, physical therapy, biofeedback, and counseling. Pain rehabilitation programs are programs featuring multidisciplinary services directed toward helping those with chronic pain to reduce or limit their pain.
- 2.62 **Partial Hospitalization** means outpatient treatment in which an individual receives at least six clinical hours of institutional care per day (24-hour period) for at least five days per week and returns home or is not treated as an inpatient during the remainder of that 24-hour period. A Hospital shall not be considered a "home" for purposes of this definition.
- 2.63 **Participating Provider** means any Health Care Provider with whom AvMed has contracted or made arrangements to render the Covered Benefits and Covered Services described in this Contract to AvMed Choice Plan Members. For a listing of AvMed Choice Plan Participating (In-Network) Providers, please refer to your Provider Directory or visit our online directory at [www.avmed.org](http://www.avmed.org).
- 2.64 **Physician** means any provider licensed under Chapter 458 (Physician), 459 (osteopath), 460 (chiropractor) or 461 (podiatrist), *Florida Statutes* (or if outside Florida, applicable state law).
- 2.65 **Premium** means the total amount of monthly prepayment subscription charges required to be paid by the Subscribing Group to AvMed in order for there to be coverage under this Contract.
- 2.66 **Prescription Medication** or **Prescription Drug** means a medication that is approved by the FDA and that can only be dispensed pursuant to a prescription in accordance with state and federal law. For more information, please see Part XII. PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS.
- 2.67 **Primary Care Physician (PCP)** means any Choice Plan in-network Physician engaged in general or family practice, internal medicine, pediatrics, geriatrics, obstetrics/gynecology or any Specialty Physician from time to time designated by AvMed as a 'Primary Care Physician' in AvMed's current list of In-Network Providers. A PCP is one who directly provides or coordinates a range of Health Care Services for a Member.
- 2.68 **Prior Authorization** means a decision by AvMed, prior to the time a Health Care Service or other benefit is to be delivered, that the Health Care Services are Medically Necessary. Prior Authorization is sometimes called pre-authorization, prior approval or pre-certification. AvMed requires you or your Physician to obtain Prior Authorization for certain services and medications before you receive them to ensure that you receive the most appropriate treatment. Prior Authorization is not a promise that AvMed will cover the cost of such services or medications.
- 2.69 **Private Healthcare Systems (PHCS)** means a proprietary preferred provider organization with whom AvMed has entered into an agreement to provide Covered Benefits and Covered Services to AvMed Choice Plan Members outside AvMed's Service Area. The AvMed Choice Point of Service Plan provides access to PHCS providers as described in this Contract.
- 2.70 **Prosthetic Device** means a device which replaces all or part of a body part or an internal body organ or replaces all or part of the functions of a permanently inoperative or malfunctioning body part or organ.
- 2.71 **Rehabilitation Services** are Health Care Services that help a person keep, get back, or improve skills and functioning for daily living that have been lost or impaired because a person was sick, injured or disabled. These services may include physical and occupational therapies, speech-language pathology and psychiatric Rehabilitation Services in a variety of inpatient or outpatient settings.
- 2.72 **Residential Treatment** is a 24-hour intensive, structured and supervised treatment program providing inpatient care but in a non-Hospital environment, and is utilized for those mental health or substance use disorders that cannot be effectively treated in an outpatient or Partial Hospitalization environment.
- 2.73 **Retail Clinics** are a category of walk-in medical facilities located inside pharmacies, supermarkets and other retail establishments that treat uncomplicated minor illnesses and provide preventive Health Care Services, generally delivered by nurse practitioners, and often without a Physician on the premises.

- 2.74 **Service Area** means those counties in the State of Florida where AvMed has been approved to conduct business by the Agency for Health Care Administration (AHCA), and where the majority of the Covered Benefits and Covered Services are available from In-Network Providers to Members of the AvMed Choice Plan.
- 2.75 **Shared Savings Incentive** means a voluntary and optional financial incentive that a health insurer may provide to an insured for choosing certain Shoppable Health Care Services under a Shared Savings Incentive Program.
- 2.76 **Shoppable Health Care Service** means a lower-cost, high-quality nonemergency Health Care Service for which a Shared Savings Incentive is available for insureds under a health insurer's Shared Savings Incentive Program.
- 2.77 **Skilled Nursing Facility** means an institution or part thereof that is licensed as a Skilled Nursing Facility by the State of Florida (or if outside Florida, applicable state entity), and is accredited as a Skilled Nursing Facility by The Joint Commission or recognized as a Skilled Nursing Facility by the Secretary of Health and Human Services of the United States under Medicare.
- 2.78 **Sound Natural Teeth (Tooth)** means teeth that are whole or properly restored (restoration with amalgams, resin or composite only); are without impairment, periodontal, or other Conditions; and are not in need of services provided for any reason other than an Accidental Dental Injury. For purposes of this Contract, a tooth previously restored with a crown inlay, onlay, or porcelain restoration, or treated by endodontics, is not considered a Sound Natural Tooth.
- 2.79 **Specialty Physician** means any Physician licensed under Chapter 458 (Physician), 459 (osteopath), 460 (chiropractor) or 461 (podiatrist), *Florida Statutes* (or if outside Florida, applicable state law), other than the Member's Primary Care Physician.
- 2.80 **Subscriber** means an employee of the Subscribing Group who meets all applicable requirements of Part III. ELIGIBILITY FOR COVERAGE, enrolls in the Plan, and for whom the Premium prepayment required by Part VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES AND OTHER EXPENSES, has actually been received by AvMed.
- 2.81 **Subscribing Group** means a corporation, partnership, limited liability company, or other legal entity (and its wholly-owned subsidiaries) that negotiates and agrees to contract for the Health Care Services and benefits provided herein for its eligible employees.
- 2.82 **Substance Dependency** means a Condition where a person's alcohol or drug use injures his health, interferes with his social or economic functioning, or causes the individual to lose self-control.
- 2.83 **Total Disability** means a totally disabling Condition resulting from an illness or injury that prevents a Member from engaging in any employment or occupation for which he may otherwise become qualified by reason of education, training or experience, and for which the Member is under the regular care of a Physician.
- 2.84 **Urgent Care Center** means a facility licensed to provide care for minor injuries and illnesses that require immediate attention, but are not severe enough for a trip to an emergency facility, including cuts, sprains, eye injuries, colds, flu, fever, insect bites, and simple fractures. For purposes of this Contract, an Urgent Care Center is not a Hospital, Skilled Nursing Facility, Outpatient Rehabilitation Facility or Retail Clinic.
- 2.85 **Urgent Medical Condition** means a Condition manifesting itself by acute symptoms that are of lesser severity than those recognized for an Emergency Medical Condition, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the illness or injury to place the health or safety of the Member or another individual in serious jeopardy, in the absence of medical treatment within 24 hours. Examples of Urgent Medical Conditions include high fever, dizziness, animal bites, sprains, severe pain, respiratory ailments and infectious illnesses.
- 2.86 **Urgent Medical Services and Care** means medical screening, examination and evaluation in an ambulatory setting outside of a Hospital emergency department, including an Urgent Care Center, Retail Clinic or PCP office after-hours, on a walk-in basis and usually without a scheduled

appointment; and the Covered Services for those Conditions which, although not life-threatening, could result in serious injury or disability if left untreated.

- 2.87 **Utilization Management Programs** means those comprehensive initiatives that are designed to validate medical appropriateness, including Medical Necessity, and to coordinate Covered Services and supplies, including:
- concurrent review of all patients hospitalized in acute care, psychiatric, rehabilitation, and Skilled Nursing Facilities, including on-site review when appropriate;
  - case management and discharge planning for all inpatients and those requiring continued care in an alternative setting (such as home care or a Skilled Nursing Facility) and for outpatients when deemed appropriate; and
  - prospective reviews for select Health Care Services to ensure that services are Medically Necessary Covered Benefits under this Contract.
- 2.88 **Ventilator Dependent Care Unit** means any facility, other than an acute care Hospital setting, that provides services to ventilator dependent patients including all types of facilities known as sub-acute care units, ventilator dependent units, alternative care units, sub-acute care centers and all other like facilities, whether maintained in an Independent Facility or maintained in a Hospital or Skilled Nursing Facility setting.
- 2.89 **Virtual Visits:**
- Telehealth Services are live, interactive audio and visual transmissions of a Physician-patient encounter from one site to another, using telecommunications technologies and may include transmissions of real-time telecommunications or those transmitted by store-and-forward technology.
  - Telemedicine Services are Health Care Services provided via telephone, the Internet, or other communications networks or devices that do not involve direct, in-person patient contact.

### III. ELIGIBILITY FOR COVERAGE

Any employee and the dependents of an employee who meet and continue to meet the eligibility requirements described in this Contract, will be entitled to enroll in coverage under this Contract. These eligibility requirements are binding upon you and your eligible dependents. We may require acceptable documentation that an individual meets and continues to meet the eligibility requirements (e.g. proof of residency, copies of a court order naming the Subscriber as legal guardian, or appropriate adoption documentation, as described in Part IV. ENROLLMENT AND EFFECTIVE DATE OF COVERAGE).

- 3.1 **Subscriber Eligibility.** To be eligible to enroll as a Subscriber, a person must be:
- an employee of the Subscribing Group who works the required number of hours per week as set forth in the Group Master Application for this Contract. The employee must either work or reside in the Choice Plan Service Area; and
  - employed for the period of time required for eligibility as set forth in the Group Master Application; and
  - entitled on his own behalf to participate in the medical and Hospital care benefits arranged by the Subscribing Group under this Contract.
- 3.2 **Dependent Eligibility.** To be eligible to enroll as a Covered Dependent, a person must be:
- the spouse of a Subscriber under a legally valid existing marriage; or
  - the child of a Subscriber or a Covered Dependent of the Subscriber, provided that the following conditions apply:
    - the child is under the age of 26; and
    - the natural child or stepchild of the Subscriber;
    - a legally adopted child in the custody of the Subscriber;
    - a child for whom the Subscriber or the Subscriber's covered spouse has been appointed legal guardian pursuant to a valid court order; or



- v. the newborn child of a Covered Dependent child of the Subscriber (such coverage terminates 18 months after the birth of the newborn child).

3.3 **Qualified Medical Child Support Order (QMCSO).** In the event an eligible dependent child does not reside with the Subscriber, coverage will be extended when the Subscriber is obligated by QMCSO to provide medical care. You (or your beneficiaries) may obtain, without charge, copies of the Plan's procedures governing QMCSOs and a sample QMCSO by contacting the Plan Administrator.

3.4 **Extended Coverage for Dependent Children**

- a. Dependent Children Aged 26 to 30. A dependent child who meets the following requirements may be eligible for coverage until the end of the calendar year in which the child reaches age 30, if the child:
  - i. is unmarried and does not have a dependent of his own;
  - ii. resides within the Service Area, or is a Full-Time or Part-Time Student; and
  - iii. is not provided coverage under any other group, blanket or franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Medicare.
- b. Continuous Coverage Requirement. If an eligible dependent child is covered under this Contract after reaching age 26, and the child's coverage is subsequently terminated before the end of the calendar year in which the child reaches age 30, the child is ineligible to be covered again under this Contract unless the child was continuously covered by other creditable coverage without a coverage gap of more than 63 days.
- c. Children with Disabilities - Attainment of Limiting Age. Attainment of the limiting age by an eligible dependent child will not operate to exclude from or terminate the coverage of such child while such child is, and continues to be, both:
  - i. incapable of self-sustaining employment by reason of intellectual or physical disability; and
  - ii. chiefly dependent upon the Subscriber for support and maintenance.
  - iii. Proof of such incapacity and dependency must be furnished to AvMed within 30 days after the date the child attains the limiting age, and subsequently as may be required by AvMed but not more frequently than annually after the two-year period following the child's attainment of the limiting age.
- d. Dependent Students on Medically Necessary Leave of Absence
  - i. If an eligible dependent child is covered because they are a Full-Time or Part-Time Student at a post-secondary school, and they no longer meet the Plan's definition of Full-Time or Part-Time Student due to a Medically Necessary leave of absence, coverage may be extended until the earlier of the following:
    - 1) one year after the Medically Necessary leave of absence begins; or
    - 2) the date coverage would otherwise terminate under the Contract.
  - ii. The Medically Necessary leave of absence or change in enrollment status must begin while the child is suffering from a serious illness or injury; or the leave of absence from the school must be medically certified by the child's Attending Physician; and
  - iii. certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change of enrollment) is Medically Necessary.

3.5 **Eligibility Requirements Control.** The eligibility requirements set forth herein shall at all times control and no coverage contrary thereto shall be effective. Coverage shall not be implied due to clerical or administrative errors if such coverage would be contrary to this Part.

3.6 **Enrollment Restriction.** No person is otherwise eligible to enroll hereunder whose AvMed coverage was previously terminated for non-payment of Premium or cause, except with AvMed's written approval.

#### **IV. ENROLLMENT AND EFFECTIVE DATE OF COVERAGE**

With respect to eligible employees and eligible dependents properly enrolled, coverage becomes effective, at 12:00 a.m. on the date specified in your Plan materials. With respect to eligible individuals who are subsequently enrolled, coverage will become effective at 12:00 a.m. on the date described in this Part. Any individual who is not properly enrolled hereunder will not be covered under this Contract, and AvMed has no obligation whatsoever to any individual who is not properly enrolled.

- 4.1 **Open Enrollment.** During the Subscribing Group's annual open enrollment period any eligible employee, on behalf of himself and his eligible dependents, may elect to enroll in the Plan. Eligible employees and eligible dependents who enroll during the open enrollment period will be covered Members as of the effective date of this Contract or the subsequent anniversary thereof.
- 4.2 **Initial Enrollment.** New employees who are eligible for coverage must enroll by submitting any application forms acceptable to or provided by AvMed, along with supporting documentation as may be required, within 30 days after the date of becoming eligible. The effective date of coverage for an eligible new employee will be (i) the date immediately following completion of any applicable waiting period, or (ii) the first of the month following completion of any applicable waiting period, as set forth in the Group Master Application. If the required information is not received within 30 days after the date of eligibility the new employee may not enroll until the Subscribing Group's next annual open enrollment period, or a special enrollment period if applicable.
- 4.3 **Special Enrollment.** Under the circumstances described below, referred to as "qualifying events", eligible employees and/or eligible dependents may request to enroll in the Plan outside of the initial and annual open enrollment periods, during a special enrollment period.
- a. If an eligible employee or eligible dependents declined coverage under the Plan when it was first offered because of other group health plan or insurance coverage and that other coverage is lost due to any of the following qualifying events, the eligible employee or eligible dependents are entitled to a special enrollment period. Loss of other coverage due to an individual's failure to pay Premiums (including COBRA Premiums) on a timely basis, or termination of coverage for cause (fraud or intentional misrepresentation of material fact) will not trigger a special enrollment period.
    - i. exhaustion of COBRA continuation coverage;
    - ii. termination of employment or reduction in hours of employment;
    - iii. termination of employer Premium contributions;
    - iv. change in dependent status due to: attainment of limiting age, change in legal custody or legal guardianship, divorce or annulment, or the death of an employee whose employment afforded the dependent coverage;
    - v. relocation out of an HMO service area;
    - vi. gaining eligibility for Premium assistance subsidy, or termination of coverage due to loss of eligibility, under Medicaid or CHIP.
  - b. Upon gaining a new dependent (or dependents) as a result of any of the following qualifying events, a covered employee's new dependents, or an eligible employee on behalf of himself and his new dependents, may request to enroll during the special enrollment period, providing such dependents are otherwise eligible for coverage:
    - i. marriage;
    - ii. birth;
    - iii. adoption or placement for adoption; or
    - iv. child support order or other court order (except for a court order to cover a former spouse).
- 4.4 **Special Enrollment Procedures**
- a. A covered employee's eligible dependents, or an eligible employee on behalf of himself and his eligible dependents, must enroll by submitting any application or enrollment forms acceptable to or provided by AvMed, along with supporting documentation as we may

require, within the following timeframes; otherwise, the eligible employee and/or eligible dependents must wait until the Subscribing Group's next annual open enrollment period:

- i. within 30 days after the date of the loss of other coverage (proof of continuous other coverage is required);
- ii. within 30 days after the date of marriage (certificate of marriage is required);
- iii. within 30 days after the date of placement in the Subscriber's home for adoption, or adoption, of a child other than a newborn (proof of such placement or adoption is required);
- iv. within 60 days after gaining eligibility for Premium assistance, or loss of eligibility, under Medicaid or CHIP (proof of such change in eligibility is required);
- v. within 60 days after the birth of a child, including an adopted newborn child, as described below (for an adopted newborn, a copy of a written agreement to adopt, entered into by the Subscriber prior to the birth of such child, is required).
  - 1) If notice is given within 30 days after the date of birth, no additional Premium will be charged for the newborn child's coverage during the 30-day period immediately following the newborn's birth.
  - 2) If notice is received within 31 to 60 days after the date of birth, we will charge the applicable Premium from the date of birth. You must pay the additional Premium for coverage to be provided for the newborn child.
  - 3) If notice is not received within 60 days after the date of birth, the child may not be enrolled until the Subscribing Group's next open enrollment period.

4.5 **Special Enrollment Effective Date of Coverage.** The effective date of any coverage provided by AvMed is dependent upon the timely receipt of any enrollment forms and supporting documentation we may require. If received within the required timeframes, coverage will become effective as described below; otherwise, a Subscriber's eligible dependents, or an eligible employee on behalf of himself and his eligible dependents, may not enroll until the Subscribing Group's next open enrollment period:

- a. General Effective Date. Except as provided for newborns and adopted children (including adopted newborns), the effective date of coverage for eligible individuals properly enrolled will be the first day of the first month following receipt of the enrollment request.
- b. Newborns and Adopted Newborns. The effective date of coverage for a natural newborn child properly enrolled will be the moment of birth. For an adopted newborn properly enrolled, coverage will be effective from the moment of birth provided a written agreement to adopt such child was entered into by the Subscriber prior to the birth of the child. However, coverage will not be required if the child is not ultimately placed in the Subscriber's home in compliance with Chapter 63, *Florida Statutes*.
- c. Adopted Children other than Newborns. The effective date of coverage for an adopted child properly enrolled, other than a newborn, will be the moment of placement in the Subscriber's home for adoption, or the date of adoption, whichever is earlier. However, coverage will not be required if the child is not ultimately placed in the Subscriber's home in compliance with Chapter 63, *Florida Statutes*.
- d. Qualified Medical Child Support Order (QMCSO). If a court has ordered coverage to be provided by you for a minor child who is an eligible dependent, you must submit to us any required application or enrollment forms including a copy of the court order, along with any additional Premium due. The effective date of coverage for the eligible dependent properly enrolled will be the date of the order. You must pay the additional Premium for coverage to be provided for the eligible dependent.

## V. TERMINATION

This Contract will continue in effect for one year from the effective date hereof, and may be renewed from year to year thereafter, subject to the following termination provisions. All rights to benefits under this Contract will cease at 12:00 a.m. (midnight) on the effective date of termination unless otherwise stated.

### 5.1 **Termination of Group Contract by Subscribing Group**

- a. Termination on Anniversary Date. The Subscribing Group may terminate this Group Contract on the anniversary date by giving written notice to AvMed 15 days prior to the Contract anniversary date. In such event, benefits hereunder will terminate for all Members on the Group Contract expiration date.
- b. Early Termination. The Subscribing Group may terminate this Group Contract by giving at least 45 days prior written notice to AvMed. In such event, benefits hereunder will terminate for all Members on the date specified by the Subscribing Group in their written notice to AvMed and for which the Premium was paid.

### 5.2 **Termination of Group Contract by AvMed.** AvMed may non-renew or discontinue this Group Contract based on one or more of the conditions listed below. In such event, benefits hereunder will terminate for all Members on the Contract termination date as described.

- a. Termination of Group Contract for Cause
  - i. Failure to Make Premium Payment. If the Subscribing Group fails to make payment of the monthly Premium by the Premium due date and within the grace period as provided in Part VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES AND OTHER EXPENSES, coverage hereunder will terminate for all Members for whom Premium payment has not been received, on the last day for which the monthly Premium was received.
    - 1) Coverage will remain in effect during the grace period. However, if Premium payments are not received by the end of the grace period, and AvMed has provided the Subscribing Group written notice of termination within 45 days after the Premium due date, late payment fees may apply and AvMed may retroactively terminate the Subscribing Group's coverage.
  - ii. Breach of Material Contract Provision. If the Subscribing Group fails to comply with a material provision of the Contract that relates to rules for employer Premium contributions or group participation, termination will be effective upon 45 days written notice from AvMed to the Subscribing Group.
  - iii. Fraud/Material Misrepresentation. If the Subscribing Group performs an act or practice that constitutes fraud, or makes an intentional misrepresentation of material fact under the terms of this Contract, the Subscribing Group's coverage will be immediately terminated.
- b. Notification by Subscribing Group Required. In the event of termination for the reasons described in paragraphs 5.2 a i. through 5.2 a iii. above, the Subscribing Group agrees to provide written notification of such termination to all its employees who are Subscribers under this Contract, and AvMed will be deemed to have complied with its notification requirements.
- c. No Enrollees in Service Area. If there are no longer any enrollees in connection with the Plan who work or reside in the Service Area, termination of coverage will be effective on the last day of the month for which Premium payments were received by AvMed.
- d. Discontinuation of Large Group Plans or Product
  - i. If we cease to offer AvMed Choice Plans for Large Groups in the Service Area, we will provide written notice to the Subscribing Group at least 90 days prior to such discontinuation.
  - ii. If we cease to offer any Large Group coverage in the Service Area, we will provide written notice to the Subscribing Group at least 180 days prior to such discontinuation.
- e. Failure to Meet Eligibility or Participation Requirements. The Subscribing Group must meet group eligibility guidelines at each renewal period as specified in the Rate Letter (as defined in Part XVII. GENERAL PROVISIONS) to the Subscribing Group. Prior to the Subscribing Group's Contract anniversary date, AvMed will request written documentation to verify eligibility and

participation requirements. Failure to timely meet such requirements, or return the appropriate documentation, will result in the termination of this Group Contract on the Subscribing Group's anniversary date.

### 5.3 Termination of a Member's Coverage

a. Loss of Eligibility. Subject to the continuation rights described herein:

i. *Subscribers*

- 1) *Termination of Employment*. Upon the loss of a Subscriber's eligibility for coverage due to termination of employment, coverage for the Subscriber and the Subscriber's Covered Dependents will terminate on the last day of the Subscriber's employment, or the last day of the month for which the monthly Premium was paid and during which the Subscriber was eligible for coverage, as set forth in the Group Master Application.
- 2) *Other Loss of Eligibility*. Upon the loss of a Subscriber's eligibility for coverage due to a qualifying event other than termination of employment, coverage for the Subscriber and the Subscriber's Covered Dependents will terminate on the date of the qualifying event, or the last day of the month for which the monthly Premium was paid and during which the Subscriber was eligible for coverage, as set forth in the Group Master Application.

ii. *Covered Dependents*. Upon the loss of a Covered Dependent's eligibility except as described in the following paragraphs 1) and 2), coverage will terminate on the date eligibility is lost, or the last day of the month for which the monthly Premium was paid and during which the Covered Dependent was eligible for coverage, as set forth in the Group Master Application.

- 1) Covered Dependent children who reach age 26 and are not otherwise eligible for coverage, will cease to be covered on the last day of the month during which the child turns 26.
- 2) Covered Dependent children who reach age 30 and are not otherwise eligible for coverage, will cease to be covered on the last day of the calendar year during which the child turns 30.

iii. *Notification Requirements – Responsibility of Subscribing Group and Subscriber*

- 1) It is the sole responsibility of the Subscribing Group to notify AvMed in writing within 30 days after the effective date of termination regarding any Subscriber who becomes ineligible to participate in the Plan.
- 2) It is the sole responsibility of Subscribers to notify AvMed in writing within 30 days after the date of a Covered Dependent's loss of eligibility.
- 3) Failure of the Subscribing Group or Subscribers to provide timely written notice may lead to retroactive termination of the Subscriber and/or Covered Dependents. The effective date for any such retroactive termination will be the last day for which the Premium was received by AvMed, and during which the Subscriber and/or Covered Dependents were eligible for coverage.

b. Termination of Coverage for Cause

i. AvMed may terminate the coverage of any Member immediately upon written notice for the following reasons which lead to a loss of Member eligibility:

- 1) fraud, intentional Material Misrepresentation of fact, or intentional omission in applying for membership, coverage or benefits under this Contract. However, relative to a misstatement in the Application, after two years from the issue date, only fraudulent misstatements in the Application may be used to void the Contract or deny any Claim for a loss occurred or disability starting after the two-year period;
- 2) misuse of AvMed's Identification Card furnished to the Member;
- 3) furnishing to AvMed incorrect or incomplete information for the purpose of obtaining membership, coverage or benefits under this Contract; or



- 4) behavior which is disruptive, unruly, abusive or uncooperative to the extent that the Member's continuing coverage under this Contract seriously impairs AvMed's ability to administer this Contract or to arrange for the delivery of Health Care Services to the Member or other Members, after AvMed has attempted to resolve the Member's problem.

5.4 **Retroactive Termination.** Retroactive adjustments in coverage will only be made for up to a 60-day period from the date of notification. In the event of retroactive termination due to the Subscribing Group's nonpayment of Premiums, or failure of the Subscribing Group or Members to timely notify AvMed of Member ineligibility, AvMed will not be responsible for Claims we incur in arranging for the provision of benefits to Members under the terms of this Contract after the effective date of such retroactive termination.

5.5 **AvMed's Obligations upon Termination.** Upon termination of your coverage for any reason, AvMed will have no further liability or responsibility to you under this Contract whatsoever, except as specifically described herein.

5.6 **Continuation Coverage Rights Under COBRA**

a. Introduction.

- i. This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.
- ii. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.
- iii. *You may have other options available to you when you lose group health coverage.* For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

b. What is COBRA continuation coverage?

- i. COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay the entire cost for COBRA continuation coverage, plus a 2% administrative fee for the duration of the COBRA continuation coverage.
- ii. If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:
  - 1) Your hours of employment are reduced, or
  - 2) Your employment ends for any reason other than your gross misconduct.
- iii. If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:
  - 1) Your spouse dies;

- 2) Your spouse's hours of employment are reduced;
  - 3) Your spouse's employment ends for any reason other than his or her gross misconduct;
  - 4) Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
  - 5) You become divorced or legally separated from your spouse.
- iv. Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:
    - 1) The parent-employee dies;
    - 2) The parent-employee's hours of employment are reduced;
    - 3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
    - 4) The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
    - 5) The parents become divorced or legally separated; or
    - 6) The child stops being eligible for coverage under the Plan as a "dependent child."
  - v. If your plan offers retiree coverage, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.
- c. When is COBRA continuation coverage available?
- i. The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:
    - 1) The end of employment or reduction of hours of employment;
    - 2) Death of the employee;
    - 3) If your Plan provides retiree health coverage, the commencement of a proceeding in bankruptcy with respect to the employer; or
    - 4) The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).
  - ii. *For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days. You must provide this notice to: AvMed Enrollment and Premium Services, using the contact information listed at the end of this Notice. You must include the Member's name, ID number and address, the names of all qualified beneficiaries, and the name of the Subscribing Group.*
- d. How is COBRA continuation coverage provided?
- i. Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.
  - ii. COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.
  - iii. There are also ways in which this 18-month period of COBRA continuation coverage can be extended:
    - 1) *Disability extension of 18-month period of COBRA continuation coverage.* If you or anyone in your family covered under the Plan is determined by Social Security to be

disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. The Plan Administrator must be notified before the end of the initial 18 months of COBRA coverage, and within 60 days after the date of the disability determination.

- 2) *Second qualifying event extension of 18-month period of continuation coverage.* If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.
- e. Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).
  - f. If you have questions. Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.healthcare.gov](http://www.healthcare.gov).
  - g. Keep your Plan informed of address changes. To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.
  - h. Plan contact information: AvMed Enrollment and Premium Services, 9400 South Dadeland Blvd., Suite 510, Miami, FL 33156. You may also contact AvMed by fax at 305-671-0087 or by email at [enrollment@avmed.org](mailto:enrollment@avmed.org). For further information, contact AvMed's COBRA Coordinator at: AvMed Enrollment and Premium Services, Attention: COBRA Coordinator, 9400 South Dadeland Blvd., Suite 510, Miami, FL 33156, or by telephone at 305-671-5437 extension 26109.

## 5.7 Continuation Coverage during Leaves of Absence

- a. Family and Medical Leaves of Absence (FMLA). Under FMLA, a Subscriber may be entitled to up to a total of 12 weeks of unpaid, job-protected leave during each calendar year for the following:
  - i. the birth of the Subscriber's child, to care for the newborn child, or for placement of a child in the Subscriber's home for adoption or foster care;
  - ii. to care for a spouse, child or parent with a serious health condition; or
  - iii. for the Subscriber's own serious health condition.
  - iv. If the FMLA leave is paid, such pay will be reduced by the Subscriber's before-tax Premium contributions as usual for the coverage level in effect on the date FMLA leave begins. If FMLA leave is unpaid, the Subscriber will be required to pay Premium contributions directly to the employer until returning to active pay status.

- v. If a Subscriber notifies the employer that he is terminating employment during FMLA leave, coverage will end on the date of notification. If the Subscriber does not return to work on the expected FMLA return date, and the employer is not notified of the intent to either terminate employment or extend the period of leave, coverage will end on the date the Subscriber was expected to return.
- vi. Plan elections may not be changed during FMLA leave unless an open enrollment occurs or the Subscriber has a change in status event or a special enrollment event under The Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. Military Caregiver Leave Entitlements. Subscribers who need to provide care for injured service members may also be eligible for FMLA as follows. FMLA leave for this purpose is called "military caregiver leave." Military caregiver leave allows an eligible Subscriber who is the spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave during a single 12-month period to provide care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.
- c. Military Leaves of Absence. If a Subscriber is absent from work due to military service, continuation coverage under the Plan (including coverage for enrolled dependents) may be elected for up to 24 months from the first day of absence (or if earlier, until the day after the date the Subscriber is required to apply for or return to active employment with the employer under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)). The Subscriber's Premium contributions for continued coverage will be the same as for similarly situated active Members in the Plan. Whether or not coverage is continued during military service, a Subscriber may reinstate coverage under the Plan option elected on return to employment under USERRA. The reinstatement will be without any waiting period otherwise required under the Plan, except to the extent that any required waiting period was not completed prior to the start of the military service.

5.8 **Extension of Benefits.** In the event this Contract is terminated for any reason, except nonpayment of Premium or as set forth in this Section, such termination will be without prejudice to any continuous losses to a Member which commenced while this Contract was in force, but any extension of benefits beyond the date of termination will be predicated upon the Member's continuous Total Disability, as defined in Part II. DEFINITIONS, and will be limited to payment for the treatment of a specific accident or illness incurred while coverage under this Contract was effective.

- a. The extension of benefits covered under this Contract will be limited to the occurrence of the earliest of the following events:
  - i. the expiration of 12 months;
  - ii. such time as the Member is no longer totally disabled;
  - iii. a succeeding carrier elects to provide replacement coverage without limitation as to the disability condition; or
  - iv. the maximum benefits payable under this Contract have been paid.
- b. In the case of maternity coverage, when not covered by the succeeding carrier, a reasonable extension of this Contract's benefits will be provided to cover maternity expenses for a covered pregnancy that commenced while the policy was in effect. The extension will be for the period of that pregnancy only and will not be based upon Total Disability.
- c. Except as provided above, no Subscriber is entitled to an extension of benefits if the termination of this Contract by AvMed, is based upon one or more of the following reasons:
  - i. fraud or intentional misrepresentation in applying for any benefits under this Contract;
  - ii. disenrollment for cause; or
  - iii. the Subscriber has left the Service Area with the intent to work and reside outside the Service Area.

## **VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES AND OTHER EXPENSES**

This Part explains the Premium payment responsibilities of the Subscribing Group under this Contract, and Members' monetary responsibility for expenses for Covered Services received. Members are responsible and will be liable for applicable Deductibles, Copayments or Coinsurance amounts which must be paid to Health Care Providers for certain services at the time services are rendered, as shown in the Schedule of Benefits and for charges in excess of the Maximum Allowable Payment for Covered Services rendered by Out-of-Network Providers. In addition to the information explained in this Part, it is important that you refer to your Schedule of Benefits to determine your share of the costs for Covered Services.

### **6.1 Subscribing Group's Obligations**

- a. Monthly Premium Payment. On or before the first day of each month for which coverage is sought, Subscribing Group or its designated agent will remit to AvMed, on behalf of each Subscriber and his Covered Dependents, the monthly Premium based on the Rate Letter (as defined in Part XVII. GENERAL PROVISIONS), and the Group Master Application. Only Members for whom the stipulated payment is actually received by AvMed will be entitled to the Health Care Services covered under this Contract and then only for the period for which such payment is applicable.
- b. Grace Period. This Contract has a ten-day grace period. This provision means that if any required Premium is not paid on or before the date it is due, it must be paid during the grace period. Acceptance of payment received after the grace period will be solely at AvMed's discretion, and may be subject to late payment fees.
  - i. Coverage will remain in force during the grace period. However, if payment is not received by the last day of the grace period, and AvMed has provided the Subscribing Group written notice of termination within 45 days after the Premium due date, termination of this Contract for nonpayment of the Premium will be retroactive to 12:00 a.m. (midnight) on the last day for which the Premium was received by AvMed, unless Premium payment has otherwise been contractually adjusted and specified by the parties in a fully executed addendum to this Contract.
  - ii. In the event of retroactive termination for any reason, AvMed reserves the right to recover an amount equal to the Allowed Amount or Maximum Allowable Payment for any Health Care Services provided after the effective date of such retroactive termination, less any Premiums received by us for such Member's coverage after such date. Premiums paid to AvMed by the Subscribing Group for any Member after the date on which that Member's eligibility ceased or the Member was terminated will be refunded on a pro rata basis, and limited to the total excess Premium amounts paid, less any Claims incurred after the effective date of termination.

### **6.2 Member's Obligations**

- a. Calendar Year Deductible. This amount, when applicable, must be satisfied each calendar year before AvMed's payment toward Covered Services will begin. Subject to Section 12.9, only those expenses for Covered Services submitted on Claims to AvMed will be credited toward the Calendar Year Deductible, and only up to the applicable Allowed Amount or Maximum Allowable Payment. Certain Covered Services may not be subject to the Calendar Year Deductible, as shown in your Schedule of Benefits.
  - i. *Self-only or Individual Calendar Year Deductible.* The Self-only or Individual Calendar Year Deductible, when applicable, must be satisfied by each Member each calendar year before AvMed's payment toward Covered Services will begin during that calendar year.
  - ii. *Family Calendar Year Deductible.* The Family Calendar Year Deductible, when applicable, may be satisfied by any combination of two or more family Members meeting the Family Deductible amount. The maximum amount that any one Member in a family can contribute toward the Family Calendar Year Deductible is the Individual Calendar Year Deductible. Once the Family Calendar Year Deductible has been satisfied, no other Member in the family will have any additional Calendar Year Deductible responsibility for the remainder of that calendar year.



- b. Same Calendar Year Look-Back Credit. This provision means that eligible expenses incurred by a Member while covered under the Subscribing Group's prior carrier will be credited toward satisfaction of the Calendar Year Deductible and Out-of-Pocket Maximum under this Plan if:
  - i. the expenses were incurred before the effective date of this Plan but within the same calendar year; and
  - ii. the expenses were applied toward satisfaction of the Deductible or Out-of-Pocket Maximum under the prior coverage before the effective date of this Plan but within the same calendar year; and
  - iii. the expenses were for items or services that are Covered Benefits under this Contract. However, in order to receive credit, you may be required to provide AvMed written proof of what was paid from the prior carrier.
- c. Copayment and Coinsurance Requirements. Covered Services rendered by certain Health Care Providers will be subject to a Copayment or Coinsurance requirement. This is the fixed dollar amount (Copayment) or percentage (Coinsurance) of the Allowed Amount or Maximum Allowable Payment you have to pay when you receive these services. Please refer to your Schedule of Benefits for particular Covered Services that are subject to a Copayment or Coinsurance. All applicable Calendar Year Deductible, Copayment or Coinsurance amounts must be satisfied before we will pay any portion of the cost for Covered Services.
- d. Calendar Year Out-of-Pocket Maximum. Subject to Section 12.9, Deductible, Copayment and Coinsurance amounts paid for Covered Benefits received during the calendar year will accumulate toward the Calendar Year Out-of-Pocket Maximum. Expenses for items and services that are not, as determined by AvMed, Medically Necessary Covered Benefits or Covered Services under this Contract will not accumulate toward the Calendar Year Out-of-Pocket Maximums.
  - i. *Individual Calendar Year Out-of-Pocket Maximum.* Once a Member reaches the Individual Calendar Year Out-of-Pocket Maximum amount shown in the Schedule of Benefits, we will pay for Covered Services received by that Member during the remainder of that calendar year at 100% of the Allowed Amount or Maximum Allowable Payment.
  - ii. *Family Calendar Year Out-of-Pocket Maximum.* If your Plan includes a Family Calendar Year Out-of-Pocket Maximum, once your family has reached the Family Calendar Year Out-of-Pocket Maximum amount shown in your Schedule of Benefits, we will pay for Covered Services received by you and your Covered Dependents during the remainder of that calendar year at 100% of the Allowed Amount or Maximum Allowable Payment. The maximum amount any one Member in a family can contribute toward the Family Calendar Year Out-of-Pocket Maximum is the Individual Calendar Year Out-of-Pocket Maximum.

6.3 **Additional Expenses You Must Pay.** In addition to your share of expenses as described above, you are responsible for payment of charges for:

- a. non-covered services;
- b. Prescription Drug Brand Additional Charges;
- c. expenses for Claims denied because we did not receive information requested from you regarding any other coverage and the details of such coverage; and
- d. charges in excess of the Maximum Allowable Payment for Covered Services rendered by Out-of-Network Providers who have not agreed to accept our Maximum Allowable Payment as payment in full. Except in the case of emergencies, a Member who chooses an Out-of-Network Provider may be responsible to pay an amount that exceeds the Maximum Allowable Payment for the particular Health Care Services involved, in addition to the applicable Deductible and Coinsurance amounts. Also, fees that are in excess of allowable charges are not a Covered Benefit and therefore do not apply to your Deductible or annual out-of-pocket expense. In addition, if you receive services from an Out-of-Network Provider you are responsible for filing the Claim, and payment will be made directly to you. If the provider files the Claim for you, payment will be made directly to the provider. WE RECOMMEND THAT, PRIOR TO CHOOSING AN OUT-OF-NETWORK PROVIDER FOR PARTICULAR COVERED SERVICES, YOU CONTACT MEMBER

ENGAGEMENT AT THE TELEPHONE NUMBER ON PAGE ii OF THIS CONTRACT OR ON YOUR AVMED IDENTIFICATION CARD TO OBTAIN AN ESTIMATE OF THE MAXIMUM ALLOWABLE PAYMENT SO THAT YOU ARE AWARE OF YOUR FINANCIAL RESPONSIBILITIES WITH REGARD TO THOSE SERVICES.

- 6.4 **Estimate of Cost for Services.** You may obtain an estimate of the cost for particular services from In-Network Providers by contacting AvMed's Member Engagement Center at the telephone number on page ii of this Contract or on your AvMed Identification Card. The fact that we may provide you with such information does not mean, and will not be construed to mean, that the particular service is a Covered Service. All terms and conditions of this Contract apply.

## **VII. PHYSICIANS, HOSPITALS AND OTHER PROVIDERS**

- 7.1 **Provider and Service Arrangement.** AvMed is committed to arranging for comprehensive prepaid Health Care Services rendered to Members through the Choice Plan's network of contracted Physicians, Hospitals and other Health Professionals, and Out-of-Network Providers, as described in this Contract, under reasonable standards of quality health care. The professional judgment of a Physician licensed under Chapter 458 (Physician), 459 (osteopath), 460 (chiropractor) or 461 (podiatrist), *Florida Statutes* (or if outside Florida, applicable state law), concerning the proper course of treatment for a Member, will not be subject to modification by AvMed or its Board of Directors, Officers, or Administrators. However, this Section is not intended to, and will not, restrict any Utilization Management Program established by AvMed.

### **7.2 Physician and Provider Options**

- a. Within the Plan Service Area, Members are entitled to receive Covered Benefits and Services from In-Network Providers, or from Out-of-Network Providers, as described in this Contract.
- b. Outside the Service Area, Members are entitled to receive Covered Benefits and Services from PHCS providers or Out-of-Network Providers, as described in this Contract.
- c. Your choice of Health Professional or facility may result in lower or higher out-of-pocket expenses and you may be required to follow certain procedures to avoid additional costs. Please remember that using In-Network Providers will result in lower out-of-pocket expenses for you. You should always determine whether a provider is an In-Network or Out-of-Network Provider prior to receiving services. Doing so will help inform you of the amount you are responsible for paying out-of-pocket. For more information, see Part VIII. ACCESSING COVERED BENEFITS AND SERVICES.

- 7.3 **Primary Care Physicians.** With the AvMed Choice Plan, each Member may select a PCP upon enrollment, but is not required to do so. Although you have the option to select any provider, we encourage you to select and develop a relationship with a PCP. You can choose any PCP who is available and accepting new patients, from the list of PCPs who are AvMed Choice In-Network Providers.

#### **a. Advantages of utilizing a PCP**

- i. PCPs are trained to provide a broad range of medical care. Developing and continuing a relationship with a PCP allows the Physician to become knowledgeable about you and your family's health history and act as a valuable resource to coordinate your overall healthcare needs.
- ii. A PCP can help you determine when you need to visit a Specialty Physician and help you find one based on your PCP's knowledge of you and your specific healthcare needs.
- iii. Care rendered by PCPs usually results in lower out-of-pocket expenses for you.

#### **b. Selecting a PCP**

- i. Types of PCPs include family, general, and internal medicine practitioners, OB/GYNs who may be selected as PCPs for women, and pediatricians who may be selected as PCPs for children.
- ii. You must notify AvMed of your PCP selection. Members must also notify and receive approval from AvMed prior to changing PCPs. PCP changes will become effective on the first day of the month after AvMed is notified.

- 7.4 **Specialty Physicians.** You are entitled to see in-network Specialty Physicians under this Choice Plan without the requirement of a referral from your PCP.
- 7.5 **Provider Directory.** The names and addresses of AvMed Choice Plan In-Network Providers are set forth in a separate booklet which, by reference, is made a part hereof. The list of In-Network Providers, which may change from time to time, will be provided to all Subscribing Groups. The list of In-Network Providers may also be accessed from AvMed's website at [www.avmed.org](http://www.avmed.org). In-network Health Care Providers may from time to time cease their affiliation with AvMed. In such cases, Members may be required to receive services from another in-network Health Care Provider. Notwithstanding the printed booklet, the names and addresses of In-Network Providers on file with AvMed at any given time will constitute the official and controlling list of In-Network Providers.
- 7.6 **Resident Referral to Skilled Nursing Unit or Assisted Living Facility.** If you currently reside in a continuing care facility or a retirement facility consisting of a nursing home or assisted living facility and residential apartments, this notice applies to you. You may request to be referred to that facility's skilled nursing unit or assisted living facility. If the request for referral is denied, you may use the appeal process described in Part XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.
- 7.7 **WARNING: LIMITED BENEFITS WILL BE PAID WHEN OUT-OF-NETWORK PROVIDERS ARE USED.** You should be aware that when you elect to utilize the services of an Out-of-Network Provider for a covered non-emergency service, benefit payments to the provider are not based upon the amount the provider charges. The basis of the payment will be determined according to the out-of-network reimbursement benefit as described in this Contract. Out-of-Network Providers may bill Members for any difference in the amount. YOU MAY BE REQUIRED TO PAY MORE THAN THE COINSURANCE OR COPAYMENT AMOUNT. In-Network Providers have agreed to accept discounted payments for Covered Services with no additional billing to you other than Coinsurance, Copayment, and Deductible amounts. You may obtain further information about the providers who have contracted with AvMed by consulting AvMed's website or contacting AvMed directly. As described in this Contract, the payment for out-of-network benefits will be the Maximum Allowable Payment.

## **VIII. ACCESSING COVERED BENEFITS AND SERVICES**

- 8.1 **Covered Benefits and Services.** Members are entitled to receive Covered Benefits and Services only as specified herein, appropriately prescribed or directed by In-Network Providers or Out-of-Network Providers, in conformity with Part II. DEFINITIONS, Part IX. COVERED MEDICAL SERVICES, Part X. LIMITATIONS OF COVERED MEDICAL SERVICES, Part XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES, Part XII. PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS, and the Schedule of Benefits, which by reference is made a part of this Contract.
- a. If a Member does not follow the access rules described herein, he risks having the services and supplies received not covered under this Contract. In such a circumstance, any payment that AvMed may make will not exceed the Maximum Allowable Payment and the Member will be responsible for reimbursing AvMed for the services and supplies received.
  - b. The AvMed Choice Plan creates two benefit payment levels: one for services provided by AvMed In-Network providers within the Service Area, or provided by PHCS providers located outside the Service Area; and a second for services provided by Out-of-Network Providers. Your choice of Health Professional or facility, and wise use of these benefits, can save you money.
    - i. If the Health Professional or facility is an In-Network Provider inside the Service Area, or the Health Professional or facility is a PHCS provider and is outside the Service Area, benefits for Covered Services are payable at the high Benefit Level shown in your Schedule of Benefits. NOTE: Covered Services from PHCS providers are only payable at the high Benefit Level when the PHCS provider is located outside the Service Area.
    - ii. If the Health Professional or facility is an Out-of-Network Provider, or is a PHCS provider located inside the Service Area, benefits for Covered Services are payable at the low Benefit Level shown in your Schedule of Benefits.

- c. Members choosing In-Network Providers while inside the Service Area, or PHCS providers when outside the Service Area, will be responsible for paying lower Deductibles, Copayment and Coinsurance amounts. Members choosing Out-of-Network Providers, or PHCS providers while inside the Service Area, will have to pay higher Deductibles and Coinsurance, and will also be at risk for provider fees that are in excess of allowable charges.

8.2 **Member's Responsibility in Seeking Covered Benefits and Services.** Members are solely responsible for selecting a provider when obtaining Health Care Services and for verifying whether that provider is an In-Network Provider at the time Health Care Services are rendered. Members are also responsible for determining any corresponding payment options at the time the Health Care Services are rendered. It is the Member's responsibility when seeking benefits under this Contract to identify himself as a Member of AvMed.

8.3 **Decision-Making for Health Care Services.** Any and all decisions pertaining to the medical need for, or desirability of, the provision or non-provision of Health Care Services, including without limitation the most appropriate level of such services, must be made solely by the Member and his Physician in accordance with the normal patient/Physician relationship for purposes of determining what is in the best interest of the Member.

- a. AvMed does not have the right of control over the medical decisions made by a Member's Physician. A Member and his Health Professionals are responsible for deciding what medical care should be rendered or received and when that care should be provided. AvMed is solely responsible for determining whether expenses incurred for Health Care Services are Covered Benefits or Covered Services under this Contract. In making coverage decisions, we will not be deemed to participate in or override your decisions concerning your health or the medical decisions of your Attending Physicians and other Health Professionals.
- b. The ordering of a service by a Health Care Provider does not in itself make such service Medically Necessary or a Covered Service. The Subscribing Group and Members acknowledge it is possible that a Member and his Physicians may determine that such services are appropriate even though such services are not covered and will not be arranged or paid for by AvMed.

8.4 **Pre-existing condition exclusions are not applicable** under this Contract.

8.5 **Medicare Secondary Payer Provision.** If you become eligible for Medicare while covered under this Plan, please visit [www.medicare.gov](http://www.medicare.gov) or contact your local Social Security office to learn about your eligibility, coverage options, enrollment periods and necessary steps to follow to ensure that you have adequate coverage. Members are urged to carefully review Part XIV. COORDINATION OF BENEFITS for more information about how this Plan works with Medicare.

8.6 **Care Management Programs**

- a. We have established (and from time to time establish) various Member-focused health education and information programs as well as benefit Utilization Management Programs and utilization review programs. These voluntary programs, collectively called the Care Management Programs, are designed to:
  - i. provide you with information that will help you make more informed decisions about your health;
  - ii. help us facilitate the management and review of the coverage and benefits provided under our policies; and
  - iii. present opportunities as explained below, to mutually agree upon alternative benefits for cost-effective medically appropriate Health Care Services.
- b. Please note that we reserve the right to discontinue or modify our Prior Authorization requirements and any Care Management Programs at any time without your consent.

8.7 **Concurrent Review and Discharge Planning.** We may review Hospital stays, Skilled Nursing Facility services, and other Health Care Services rendered during the course of an inpatient stay or treatment program. We may conduct this review while you are an inpatient or after your discharge. The review is conducted solely to determine whether we should provide coverage or payment for a particular admission or Health Care Services rendered during that admission. Using our established

criteria then in effect, a concurrent review of the inpatient stay may occur at regular intervals. We will provide notification to your Physician when inpatient Coverage Criteria is no longer met. In anticipation of your needs following an inpatient stay, we may provide you and your Physician with information about other Care Management Programs which may be beneficial to you, and we may help you and your Physician identify health care resources which may be available in your community. Upon request, we will answer questions your Physician has regarding your coverage or benefits following discharge from the Hospital or Other Health Care Facility.

8.8 **Medical Necessity.** In order for Health Care Services to be covered under this Contract, such services must meet all of the requirements to be a Covered Benefit or Covered Service, including being Medically Necessary, as defined by AvMed.

- a. Review of Medical Necessity. It is important to remember that any review of Medical Necessity by us is solely for the purposes of determining coverage, benefits, or payment under the terms of this Contract and not for the purpose of recommending or providing medical care. In this respect, we may review specific medical facts or information pertaining to you. Any such review, however, is strictly for the purpose of determining whether a Health Care Service provided or proposed meets the definition of Medical Necessity in this Contract, as determined by us. In applying the definition of Medical Necessity in this Contract to a specific Health Care Service, we will apply our coverage and payment guidelines then in effect. You are free to obtain a service even if we deny coverage because the service is not Medically Necessary; however, you will be solely responsible for paying for the service.
  - i. Examples of hospitalization and other Health Care Services that are not Medically Necessary include:
    - 1) staying in the Hospital because arrangements for discharge have not been completed;
    - 2) staying in the Hospital because supervision in the home, or care in the home, is not available or is inconvenient; or being hospitalized for any service which could have been provided adequately in an alternate setting (e.g., Hospital outpatient department);
    - 3) inpatient admissions to a Hospital, Skilled Nursing Facility, or any other facility for the purpose of Custodial Care, convalescent care, or any other service primarily for the convenience of a Member, his family members or a provider; and
    - 4) use of laboratory, x-ray, or other diagnostic testing that has no clear indication, or is not expected to alter your treatment.
  - b. Whether or not a Health Care Service is specifically listed as an Exclusion, the fact that a provider may prescribe, recommend, approve, or furnish a Health Care Service does not mean that the service is Medically Necessary (as defined by us) or a Covered Service. Please refer to Part II, DEFINITIONS for the definition of “**Medically Necessary** or **Medical Necessity**”.

8.9 **Prior Authorization of Services**

- a. If your Health Care Provider is an In-Network Provider, he or she will handle all authorizations, notifications and utilization reviews with AvMed. If your Health Care Provider is an Out-of-Network Provider, you are responsible for making sure he or she contacts AvMed to obtain Prior Authorization for a Covered Service when it is required. Please refer to your AvMed Identification Card for the telephone number where authorization may be obtained, or have your Health Professional call 1-800-452-8633.
- b. Members must remember that services provided or received without Prior Authorization from AvMed when authorization is required, are not covered except when required to treat an Emergency Medical Condition. Furthermore, if an inpatient admission is extended beyond the number of days initially approved, without Prior Authorization for the continued stay, it may result in services not being covered. Before a service is performed, you should verify with your Health Professional that the service has received Prior Authorization. If you are unable to secure verification from your Health Professional, you may also call AvMed at 1-800-452-8633.
- c. Services that require Prior Authorization from AvMed include:



- i. inpatient admissions (including Hospital and observation stays, Skilled Nursing Facilities, ventilator dependent care, acute rehabilitation and inpatient mental health or substance abuse services including Residential Treatment);
  - ii. surgical procedures or services performed in an outpatient Hospital or Ambulatory Surgery Center;
  - iii. complex diagnostic and therapeutic, and sub-specialty procedures (including CT, CTA, MRI, MRA, PET, and nuclear medicine) and psychological and neuropsychological testing;
  - iv. Partial Hospitalization and Intensive Outpatient Treatment;
  - v. Pain Management and outpatient Detoxification;
  - vi. radiation oncology;
  - vii. certain medications including Injectable Medications, and select medications administered in a Physician's office, an outpatient Hospital or infusion therapy setting;
  - viii. Home Health Care Services;
  - ix. cardiac rehabilitation;
  - x. dialysis services;
  - xi. transplant services;
  - xii. non-emergency transport services.
- d. Services requiring Prior Authorization may change from time to time. For more information about which services require Prior Authorization, contact AvMed's Member Engagement Center at 1-800-882-8633. You should always make sure your Physician contacts us to obtain Prior Authorization.

## **IX. COVERED MEDICAL SERVICES**

The Covered Benefits or Covered Services described below may be subject to Limitations, as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES and Exclusions as described in Part XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES. Please refer to Parts X. LIMITATIONS OF COVERED MEDICAL SERVICES and XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES for applicable benefit maximums, and services that are excluded under this Contract.

### **9.1 Allergy Injections, Allergy Skin Testing and Treatments**

### **9.2 Ambulance Services**

- a. Ambulance services provided by a local professional ground ambulance transport may be covered provided it is necessary, as determined by us, to transport you from:
  - i. the place a medical emergency occurs to the nearest emergency facility appropriately staffed and equipped to provide proper care;
  - ii. a Hospital which is unable to provide proper care to the nearest emergency facility appropriately staffed and equipped to provide proper care;
  - iii. a Hospital to your nearest home or Skilled Nursing Facility when associated with an approved hospitalization or other confinement and your Condition requires the skill of medically trained personnel during the transport; or
  - iv. a Skilled Nursing Facility to your nearest home or a Hospital when associated with an approved hospitalization or other confinement and your Condition requires the skill of medically trained personnel during transport.
- b. Expenses for ambulance services by boat, airplane, or helicopter are covered under the following circumstances:
  - i. the pick-up point is inaccessible by ground vehicle;
  - ii. speed in excess of ground vehicle speed is critical; or

- iii. the travel distance involved in getting you to the nearest emergency facility appropriately staffed and equipped to provide proper care is too far for medical safety by ground vehicle, as determined by us.
- c. Member cost-sharing for air and water ambulance services is higher than for ground transportation.

9.3 **Ambulatory Surgery Centers.** Health Care Services rendered at Ambulatory Surgery Centers are covered and include:

- a. use of operating and recovery rooms;
- b. respiratory, or inhalation therapy (e.g., oxygen);
- c. medications administered (except for take-home medications) at the Ambulatory Surgery Center;
- d. intravenous solutions;
- e. dressings, including ordinary casts;
- f. anesthetics and their administration;
- g. administration of, including the cost of, whole blood or blood products;
- h. transfusion supplies and equipment;
- i. diagnostic services, including radiology, ultrasound, laboratory, pathology and approved machine testing (e.g., EKG); and
- j. chemotherapy treatment for proven malignant disease.

9.4 **Anesthesia Administration Services.** Administration of anesthesia by a Physician or certified registered nurse anesthetist (CRNA) may be covered. In those instances where the CRNA is actively directed by a Physician other than the Physician who performed the surgical procedure, our payment for Covered Services, if any, will be made for both the CRNA and the Physician Health Care Services at the lower directed-services amount.

9.5 **Cardiac rehabilitation** means Health Care Services provided under the supervision of a Physician, or another appropriate Health Care Provider trained for cardiac therapy, for the purpose of aiding in the restoration of normal heart function in connection with a myocardial infarction, coronary occlusion or coronary bypass surgery. Cardiac rehabilitation is covered for acute myocardial infarction, percutaneous transluminal coronary angioplasty (PTCA), coronary artery bypass graft (CABG), and repair or replacement of heart valves or heart transplant. Please refer to Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.

9.6 **Child Cleft Lip and Cleft Palate Treatment.** For treatment of a child under the age of 18 who has a cleft lip or cleft palate, Health Care Services for child cleft lip and cleft palate, including medical, dental, speech therapy, audiology, and nutrition services are covered. See also **Physical, Occupational and Speech Therapies** in Part IX. The speech therapy coverage provided herein is subject to the Limitations described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES. In order to be covered, the Member's Attending Physician must specifically prescribe such services and such services must be consequent to treatment of the cleft lip or cleft palate.

9.7 **Child Health Supervision Services**

- a. Periodic Physician-delivered or Physician-supervised services from the moment of birth through the end of the month in which a Covered Dependent child turns 19, are covered as follows:
  - i. periodic examinations, which include a history, a physical examination, and a developmental assessment and anticipatory guidance necessary to monitor the normal growth and development of a child;
  - ii. immunizations; and
  - iii. laboratory tests normally performed for a well-child.
- b. Services must be provided in accordance with prevailing medical standards consistent with the Recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics.

9.8 **Chiropractic Services.** Office visits for the purpose of evaluation and diagnosis, diagnostic x-rays, manual manipulation of the spine to correct subluxation, and certain rehabilitative therapies when performed within the scope of the practitioner's license are covered when determined by us to be Medically Necessary. Please refer to Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.

9.9 **Clinical Trials**

- a. Routine patient care costs may be covered for Members enrolled in a qualifying clinical trial that is a Phase I, II, III, or IV clinical trial conducted for the prevention, detection, or treatment of:
  - i. cancer or other life-threatening disease or Condition that is, as determined by us, likely to lead to death unless the course of the disease or Condition is interrupted;
  - ii. a Phase I, II, or III clinical trial conducted for the detection or treatment of cardiovascular disease (cardiac/stroke) which is not life threatening; and
  - iii. surgical musculoskeletal disorders of the spine, hip and knees, which are not life-threatening.
- b. Routine patient care costs for qualifying clinical trials include:
  - i. Covered Services for which benefits are typically provided absent a clinical trial;
  - ii. Covered Services required solely for the provision of the investigational item or service, the clinically appropriate monitoring of the effects of the item or service, or the prevention of complications; and
  - iii. Covered Services needed for reasonable and necessary care arising from the provision of an Investigational item or service.
- c. To be eligible for participation in a clinical trial, the Member's Physician must provide documentation establishing that the Member meets all inclusion criteria for the clinical trial as defined by the researcher.
- d. Members are required to use an In-Network Provider for any clinical trials covered under this Contract.
- e. The clinical trial must meet the following criteria:
  - i. Federally funded or approved by one or more of the following:
    - 1) the National Institutes of Health (NIH);
    - 2) the Centers for Disease Control and Prevention;
    - 3) the Agency for Healthcare Research and Quality;
    - 4) the Centers for Medicare and Medicaid Services;
    - 5) a cooperative group or center of any of the entities listed above or the Department of Defense (DOD) or the Department of Veteran's Affairs (VA);
    - 6) a qualified non-governmental research entity identified in the NIH guidelines for center support grants; or
    - 7) the VA, DOD, or Department of Energy as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the Secretary of Health and Human Services to be both:
      - a) comparable to the system of peer review of studies and investigations used by the NIH; and
      - b) ensures unbiased review of the highest scientific standard by qualified individuals who have no interest in the outcome of the review.
  - ii. Conducted under an investigational new drug application reviewed by the United States Food and Drug Administration; or
  - iii. A drug trial that is exempt from having such an investigational new drug application.
- f. In addition, the clinical trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards before Members are enrolled in the trial. AvMed may, at any time, request documentation about the trial.

- g. The subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a Covered Service and is not otherwise excluded under this Contract.

**9.10 Complications of Pregnancy.** Health Care Services provided to you for the treatment of complications of pregnancy are Covered Services and will be treated the same as any other medical Condition. Complications of pregnancy include:

- a. acute nephritis;
- b. nephrosis;
- c. cardiac decompensation;
- d. eclampsia (toxemia with convulsions);
- e. ectopic pregnancy;
- f. uncontrolled vomiting requiring fluid replacement;
- g. missed abortion (i.e., fetal death without spontaneous abortion);
- h. therapeutic and missed abortion (i.e., termination of pregnancy before the time of fetal viability due to medical danger to the pregnant woman or when the pregnancy would result in the birth of an infant with grave malformation);
- i. Conditions that may require other than a vaginal delivery, such as: uterine wound separation, premature labor, unresponsive to tocolytic therapy, failed trial labor, dystocia (i.e., cephalopelvic disproportion, failure to progress, dysfunctional labor), fetal distress requiring neonatal support/intervention, breech presentation where external version is unsuccessful, active clinical herpes at delivery, placenta previa, transverse lie where external version is unsuccessful, presence of fetal anomaly;
- j. miscarriages;
- k. medical and surgical Conditions of similar severity; and
- l. Medically Necessary non-elective cesarean section.

**9.11 Dental Care**

- a. Dental Care is limited to the following:
  - i. care and stabilization treatment rendered within 90 days of an Accidental Dental Injury provided such services are for the treatment of damage to Sound Natural Teeth;
  - ii. extraction of teeth required prior to radiation therapy when you have a diagnosis of cancer of the head or neck.
- b. General anesthesia and hospitalization services are covered when required to assure the safe delivery of necessary dental treatment or surgery for a dental Condition which, if left untreated, is likely to result in a medical Condition if:
  - i. a Member has one or more medical Conditions that would create significant or undue medical risk for the Member in the course of delivery of any necessary dental treatment or surgery if not rendered in a Hospital or Ambulatory Surgery Center; or
  - ii. a Covered Dependent child is under eight years of age and it is determined by a licensed dentist and the Covered Dependent's Attending Physician that dental treatment or surgery in a Hospital or Ambulatory Surgery Center is necessary due to a significantly complex dental Condition, or a developmental disability in which patient management in the dental office has proven to be ineffective.

**9.12 Dermatological Services.** AvMed will cover office visits to a dermatologist for Medically Necessary Covered Services, subject to the Limitations described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES. No prior referral or authorization is required for the first five visits to a dermatologist in a 12-month period for a dermatological problem.

**9.13 Diabetes Outpatient Self-Management.** All Medically Necessary equipment, supplies, and services to treat diabetes are covered. This includes outpatient self-management training and educational services if the Member's Primary Care Physician, or the Physician to whom the Member has been referred who specializes in diabetes treatment, certifies that the equipment, supplies or services are Medically Necessary. Diabetes outpatient self-management training and educational services

must be provided under the direct supervision of a certified diabetes educator or a board certified endocrinologist.

- 9.14 **Diabetic Supplies.** Insulin and other covered anti-diabetic drugs and diabetic supplies, including needles, syringes, lancets, lancet devices and test strips, are covered under the Subscribing Group's supplemental Prescription Medication benefits. Insulin pumps, when Medically Necessary and accompanied by a prescription from your Physician, are covered under your medical benefits, subject to the cost-sharing for Durable Medical Equipment shown on your Schedule of Benefits.
- 9.15 **Diagnosis and treatment of Autism Spectrum Disorders and Down syndrome** through speech, occupational and physical therapy, and Applied Behavior Analysis services, for a Member who is (i) under 18 years of age, or (ii) 18 years of age or older and in high school, and was diagnosed at 8 years of age or younger as having a developmental disability. Services must be prescribed by the Member's Attending Physician in accordance with a treatment plan. The treatment plan required will include a diagnosis, the proposed treatment by type, the frequency and duration of treatment, the anticipated outcomes stated as goals, the frequency with which the treatment plan will be updated, and the signature of the Attending Physician.
- 9.16 **Diagnostic Services.** All prescribed diagnostic imaging, laboratory tests and services are covered when Medically Necessary and ordered by a Physician as part of the diagnosis or treatment of a covered illness or injury, or as a preventive Health Care Service. Specialized tests such as those to diagnose Conditions that cannot be diagnosed by traditional blood tests (e.g. allergy, endocrinology, genetics, and virology testing), are subject to higher Member out-of-pocket expenses.
- 9.17 **Diagnostic testing and treatment related to Attention Deficit Hyperactivity Disorder (ADHD)** are covered subject to Medical Necessity and utilization management guidelines. Covered Services do not include those that are primarily educational or training in nature.
- 9.18 **Dialysis services** including equipment, training and medical supplies are covered when provided at an AvMed Network location, by an AvMed Network Health Professional who is licensed to perform dialysis, including an AvMed Network Dialysis Center. A **Dialysis Center** is an outpatient facility certified by the Centers for Medicare and Medicaid Services and the Florida Agency for Health Care Administration to provide hemodialysis and peritoneal dialysis services and support. Dialysis services require Prior Authorization.
- 9.19 **Drug Infusion Therapy.** Infusion therapy medications are covered as a medical benefit if administered by a Health Professional by way of intra-articular, intracavernous, intramuscular, intraocular, intrathecal, intravenous or subcutaneous injection; or intravenous infusion. Beginning with the second treatment in a course of treatment, outpatient infusion therapy must be received in a non-Hospital setting, including a Physician's office, infusion clinic or the home. Prior Authorization may be required.
- 9.20 **Durable Medical Equipment (DME)**
- a. Coverage includes purchase or rental, when Medically Necessary, of such DME that:
    - i. can withstand repeated use (i.e. could normally be rented and used by successive patients);
    - ii. is primarily and customarily used to serve a medical purpose;
    - iii. generally is not useful to a person in the absence of illness or injury; and
    - iv. is appropriate for use in a Member's home.
  - b. Some examples of DME are: standard hospital beds, crutches, canes, walkers, wheelchairs, oxygen, respiratory equipment, apnea monitors and insulin pumps. DME does not include hearing aids or corrective lenses, dental devices, or the professional fees for fitting same. It also does not include medical supplies and devices, such as a corset, which do not require prescriptions. AvMed will pay for rental of equipment up to the purchase price. Repair of Member owned DME, and replacement of DME solely because it is old or used, is not covered.



- c. The determination of whether a covered item will be paid under the DME, orthotics or prosthetics benefits will be based upon its classification as defined by the Centers for Medicare and Medicaid Services.

9.21 **Emergency Services.** AvMed will cover all Medically Necessary Physician and Hospital services for an Emergency Medical Condition. In the event Hospital inpatient services are provided following Emergency Medical Services and Care, AvMed should be notified by the Hospital, Member or a designee, within 24 hours of the inpatient admission if reasonably possible. AvMed may recommend and elect to transfer the Member to a Hospital that is an In-Network Provider or a PHCS provider after the Member's Condition has been stabilized, and as soon as it is medically appropriate to do so. If the Member chooses to stay in an out-of-network Hospital after the date AvMed decides a transfer is medically appropriate, services will be paid as out-of-network benefits if the continued stay is determined to be a Covered Service.

- a. Any Member requiring medical, Hospital or ambulance services for an Emergency Medical Condition while temporarily outside the Service Area, or within the Service Area but before they can reach an In-Network Provider, may receive the emergency benefits specified herein. When emergency services are rendered by an Out-of-Network Provider to treat an Emergency Medical Condition, any Copayment or Coinsurance amount applicable to In-Network Providers for emergency services will also apply to such Out-of-Network Provider.
- b. For out-of-network emergency services, AvMed will pay an amount equal to the greater of the three amounts specified below:
  - i. The median of the amount negotiated with In-Network Providers for the emergency services furnished;
  - ii. The amount for the emergency services calculated using AvMed's Maximum Allowable Payment, which is the same method the Plan generally uses to determine payments for out-of-network services, and applying in-network cost-sharing; or
  - iii. The amount that would be paid under Medicare for the Emergency Medical Services and Care.
- c. Any request for reimbursement of payment made by a Member for services received must be filed within 90 days after the emergency or as soon as reasonably possible but not later than one year unless the Member was legally incapacitated; otherwise such a Claim will be considered to have been waived. If Emergency Medical Services and Care are required while outside the continental United States, Alaska or Hawaii, it is the Member's responsibility to pay for such services at the time they are received. For information on filing a Claim for such services see Part XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.

## 9.22 **Habilitation Services**

- a. Covered Services consist of physical, occupational and speech therapies that are provided for developmental delay, developmental speech or language disorder, developmental coordination disorder and mixed developmental disorder. Therapy services must be performed by an appropriate registered physical, occupational or speech-language therapist licensed by the appropriate state licensing board, and must be furnished under the direction and supervision of a Physician or an advanced practice nurse in accordance with a written treatment plan established or certified by the Attending Physician or advanced practice nurse.
- b. Covered Services must take place in a non-residential setting separate from the home or facility in which the Member lives.
- c. Services are covered up to the point where no further progress can be documented. Services are not considered a Covered Benefit when measurable functional improvement is not expected or progress has plateaued.
- d. Covered Habilitation Services do not include activities or training to which the Member may be entitled under federal or state programs of public elementary or secondary education or federally aided vocational rehabilitation.

9.23 **Home Health Care Services (Skilled Home Health Care).** All Home Health Care Services require Prior Authorization.

- a. The Home Health Care Services listed below are covered when the following criteria are met:
  - i. A Member is unable to leave home without considerable effort and the assistance of another person because the Member is:
    - 1) bedridden or chair bound, or restricted in ambulation whether or not assistive devices are used; or
    - 2) significantly limited in physical activities due to a Condition; and
  - ii. the Home Health Care Services rendered have been prescribed by a Physician by way of a formal written treatment plan. The written treatment plan must be reviewed and renewed by the prescribing Physician at least every 30 days until benefits are exhausted. AvMed reserves the right to request a copy of any written treatment plan in order to determine whether such services are covered under this Contract; and
  - iii. the Home Health Care Services are provided directly by (or indirectly through) a home health agency; and
  - iv. the Member is meeting or achieving the desired treatment goals set forth in the treatment plan as documented in the clinical progress notes.
- b. Home Health Care Services are limited to:
  - i. intermittent visits (i.e., up to, but not exceeding, two hours per day) for:
    - 1) nursing care by a registered nurse or licensed practical nurse, and home health aide services;
    - 2) medical social services;
    - 3) nutritional guidance;
    - 4) respiratory or inhalation therapy (e.g., oxygen); and
    - 5) short-term physical therapy by a physical therapist, occupational therapy by an occupational therapist, and speech therapy by a speech therapist. Such therapies provided in the home are subject to any rehabilitative outpatient physical, occupational and speech therapy visit limits.
- c. Services must be consistent with a plan of treatment ordered by the Member's Physician. Nursing and home health aide services must be rendered under the supervision of a registered nurse. See Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable Limitations.

9.24 **Hospice Services.** Services are available for a Member whose Attending Physician has determined the Member's illness will result in a remaining life span of six months or less.

9.25 **Hospital Inpatient Care and Services.** Inpatient services received at Hospitals are covered when prescribed by Physicians and pre-authorized by AvMed. Inpatient services include semi-private room and board, birthing rooms, newborn nursery care, nursing care, meals and special diets when Medically Necessary, use of operating rooms and related facilities, the intensive care unit and services, diagnostic imaging, laboratory and other diagnostic tests, medications, biologicals, anesthesia and oxygen supplies, physical therapy, radiation therapy, respiratory therapy, and administration of blood or blood plasma. See Part IX., Emergency Services, with regard to inpatient admission following Emergency Medical Services and Care.

9.26 **Inpatient Rehabilitation Services** are covered when the following criteria are met:

- a. Services must be provided under the direction of a Physician and must be provided by a Medicare-certified facility in accordance with a comprehensive rehabilitation program;
- b. A plan of care must be developed and managed by a coordinated multi-disciplinary team;
- c. Coverage is limited to the specific acute, catastrophic target diagnoses of severe stroke, multiple trauma, brain/spinal injury, severe neurological motor disorders and severe burns;
- d. For Members in inpatient non-psychiatric or substance abuse rehabilitation facilities, the Member must be able to actively participate in at least two rehabilitative therapies and be able to tolerate at least three hours per day of skilled Rehabilitation Services for at least five days a week and their Condition must be likely to result in significant improvement; and

- e. The Rehabilitation Services must be required at such intensity, frequency and duration as to make it impractical for the Member to receive services in a less intensive setting. See Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.

9.27 **Mammograms** are covered in accordance with *Florida Statutes* and the U.S. Preventive Services Task Force (USPSTF) preventive services 'A' and 'B' recommendations. One baseline mammogram is covered for female Members between the ages of 35 and 39. A mammogram is available every two years for female Members between the ages of 40 and 49 and a mammogram is available every year for female Members aged 50 and older. In addition, one or more mammograms a year are available when based upon a Physician's recommendation for any woman who is at risk for breast cancer because of a personal or family history of breast cancer, because of having a history of biopsy-proven benign breast disease, because of having a mother, sister or daughter who has had breast cancer, or because a woman has not given birth before the age of 30.

9.28 **Mastectomy Surgery when Performed for Breast Cancer.** Mastectomy means the removal of all or part of the breast, when Medically Necessary for the treatment of breast cancer, as determined by a Physician.

- a. Coverage for post-mastectomy reconstructive surgery will include:
  - i. all stages of reconstruction of the breast on which the mastectomy has been performed;
  - ii. surgery and reconstruction on the other breast to produce a symmetrical appearance; and
  - iii. prostheses and treatment of physical complications during all stages of mastectomy, including lymphedemas.
- b. The length of stay will not be less than that determined by the Attending Physician to be Medically Necessary in accordance with prevailing medical standards and after consultation with the Member. The Attending Physician, after consultation with the Member, may choose that outpatient care be provided at the most medically appropriate setting, which may include the Hospital, Attending Physician's office, outpatient facility, or the Member's home.

9.29 **Mental Health Services.** Inpatient, intermediate and outpatient mental health services are covered when Medically Necessary and may be covered when a Member is admitted to a Hospital or Other Health Care Facility.

- a. For those disorders that cannot be effectively treated in an outpatient (including Partial Hospitalization) environment, intermediate mental health services in a Residential Treatment facility may be covered under a 24-hour intensive and structured supervised treatment program providing an inpatient level of care but in a non-Hospital environment. Treatment must be received in a facility specifically licensed as a Residential Treatment facility or Residential Treatment center by the State of Florida (or if outside Florida, applicable state law), to provide Residential Treatment programs for mental health disorders. The facility must require admission by a Physician; must have a behavioral health provider actively on duty 24 hours per day, 7 days per week; the Member must receive treatment by a psychiatrist at least once per week; and the facility's medical director must be a psychiatrist. Prior Authorization is required.
- b. As an alternative to inpatient hospitalization, Partial Hospitalization may be covered under a structured program of active psychiatric treatment, provided in a Hospital outpatient setting or by a community mental health center, that is more intense than the care received in a Physician's or therapist's office. Prior Authorization is required.
- c. Outpatient and Intensive Outpatient Treatment for mental health disorders may be covered when provided by a state-licensed psychiatrist or other Physician, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, Physician assistant, or other qualified mental health professional as allowed under applicable state law. Prior Authorization is required for Intensive Outpatient Treatment.

9.30 **Newborn Care.** A newborn child will be covered from the moment of birth provided that the newborn child is eligible for coverage and properly enrolled. Covered Services will consist of coverage for injury or illness, including the necessary care or treatment of medically diagnosed congenital defects, birth abnormalities, premature birth and transportation costs to the nearest

facility appropriately staffed and equipped to treat the newborn's Condition, when such transportation is Medically Necessary. Circumcisions are provided for up to one year from the date of birth.

- 9.31 **Nutrition Therapy.** Prescription-required nutritional supplements and low protein modified foods for use at home by a Member through age 24, may be covered when prescribed or ordered by a Physician, only for the treatment of an inborn error of metabolism genetic disease, e.g., Disorder of Amino Acid metabolism such as phenylketonuria (PKU). Prior Authorization is required for coverage of enteral, parenteral, or oral nutrition and any related supplies. See Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.
- 9.32 **Obstetrical and Gynecological Care.** An annual gynecological examination and Medically Necessary follow-up care detected at that visit are available without the need for a referral from your Primary Care Physician. You do not need Prior Authorization from AvMed or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a Health Professional who specializes in obstetrics or gynecology. The Health Professional may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of in-network Health Professionals who specialize in obstetrics or gynecology contact AvMed's Member Engagement Center, or visit us online at [www.avmed.org](http://www.avmed.org). Obstetrical care benefits as specified herein are covered and include Birthing Center care, Hospital care, anesthesia, diagnostic imaging and laboratory services for Conditions related to pregnancy.
- a. The length of a maternity stay in a Hospital will be that determined to be Medically Necessary in compliance with Florida law and in accordance with the Newborns' and Mothers' Health Protection Act, as follows:
    - i. Hospital stays of at least 48 hours following a normal vaginal delivery, or at least 96 hours following a cesarean section;
    - ii. The Attending Physician does not need to obtain Prior Authorization from AvMed to prescribe a Hospital stay of this length;
    - iii. AvMed will cover an extended stay if Medically Necessary; however, the Physician or Hospital must pre-certify the extended stay.
    - iv. Shorter Hospital stays are permitted if the Attending Physician, in consultation with the mother, determines that to be the best course of action.
  - b. All covered preventive care and obstetrical services related to a pregnancy will be covered without regard to the circumstances or purpose of the pregnancy.
- 9.33 **Orthotic Appliances.** Coverage for Orthotic Appliances is limited to custom-made leg, arm, back and neck braces, when related to a surgical procedure or when used in an attempt to avoid surgery, and is necessary to carry out normal activities of daily living excluding sports activities. Coverage includes the initial purchase, fitting or adjustment. Replacements are covered only when Medically Necessary due to a change in bodily configuration. All other Orthotic Appliances are not covered. The determination of whether a covered item will be paid under the DME, orthotics or prosthetics benefits will be based upon its classification as defined by the Centers for Medicare and Medicaid Services.
- 9.34 **Osteoporosis diagnosis and treatment** when Medically Necessary for high-risk individuals, including estrogen-deficient individuals who are at clinical risk for osteoporosis, individuals with vertebral abnormalities, individuals on long-term glucocorticoid (steroid) therapy, individuals with primary hyperparathyroidism and individuals with a family history of osteoporosis.
- 9.35 **Other Health Care Facility(ies).** All Medically Necessary Covered Services of Other Health Care Facilities including Skilled Nursing Facilities, such as Physician visits, physiotherapy, diagnostic imaging and laboratory work, are covered for Conditions that cannot be adequately treated with Home Health Care Services, or on an ambulatory basis, when a Member is admitted to such a facility following discharge from a Hospital. Residential Treatment facility services may be covered for mental health or substance use disorders that cannot be adequately treated on an outpatient

(including Partial Hospitalization) basis, and no prior Hospital stay is required. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.

- 9.36 **Out-of-Network Provider Services.** When, in the professional judgment of AvMed's Medical Director, a Member needs Covered Services which require skills or facilities not available from In-Network Providers, and it is in the best interest of the Member to obtain the needed care from an Out-of-Network Provider, upon authorization by the Medical Director, payment not to exceed the Maximum Allowable Payment, will be made for such Covered Services rendered by an Out-of-Network Provider.
- 9.37 **Outpatient Therapeutic Services.** Covered Services for therapeutic treatments received on an outpatient basis in the home, Physician's office, Other Health Care Facility, or Hospital, including intravenous chemotherapy or other intravenous infusion therapy and Injectable Medications.
- 9.38 **Pain Management.** Outpatient Pain Management including pain assessment, medication, physical therapy, biofeedback and counseling may be covered when Medically Necessary in order to reduce or limit chronic pain.
- 9.39 **Physical, Occupational and Speech Therapies**
- a. Short term rehabilitative physical, occupational and speech therapies provided in an outpatient or home care setting are covered to improve or restore physical functioning following disease, injury or loss of a body part.
  - b. Habilitative physical, occupational and speech therapies provided in an outpatient setting are covered when provided to help a person keep, learn or improve skills and functioning for daily living.
  - c. Clinical documentation or a treatment plan to support the need for therapy services or continuing therapy must be submitted for review.
  - d. Continued therapy is only Medically Necessary when prescribed by a Physician in order to significantly improve, develop or restore physical functions that have been lost or impaired. Using additional diagnoses to obtain additional therapy for the same Condition is not considered Medically Necessary. Once maximum therapeutic benefit has been achieved, and there is no longer any progression, or a home exercise program could be used for any further gains, continuing supervised therapy is not considered Medically Necessary. Therapy for persons whose Condition is neither regressing nor improving is considered not Medically Necessary. Therapy for asymptomatic persons or in persons without an identifiable clinical Condition is considered not Medically Necessary.
  - e. Additional therapy can be considered for a new or separate Condition in a person who previously received therapy for another indication. An exacerbation or flare-up of a chronic illness is not considered a new incident of illness.
  - f. Home-based physical therapy is Medically Necessary in selected cases based upon the Member's needs, i.e., the Member must be homebound. This may be considered Medically Necessary in the transition of the Member from Hospital to home, and may be an extension of case management services.
  - g. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.
- 9.40 **Physician Care: Inpatient.** All Health Care Services rendered by Physicians and other Health Professionals when requested or directed by the Attending Physician, including surgical procedures, anesthesia, consultation and treatment by Specialty Physicians, laboratory and diagnostic imaging services, and physical therapy are covered while the Member is admitted to a Hospital as a registered bed patient. When available and requested by the Member, the services of a CRNA licensed under Chapter 464, *Florida Statutes* (or if outside Florida, applicable state law), will be covered.
- 9.41 **Physician Care: Outpatient**
- a. Diagnosis and Treatment. All Health Care Services rendered by Physicians and other Health Professionals are covered when Medically Necessary and when provided at Medical Offices,



including surgical procedures, routine hearing examinations, and vision examinations for glasses for children through the end of the month in which they turn 19 (such examinations may be provided by optometrists licensed pursuant to Chapter 463, *Florida Statutes*, or by ophthalmologists licensed pursuant to Chapter 458 or 459, *Florida Statutes*) (or if outside Florida, applicable state law), and consultation and treatment by Specialty Physicians. Also included are non-reusable materials and surgical supplies.

- b. **Preventive and Health Maintenance Services.** Services of Health Professionals for illness prevention and health maintenance, including items or services that have an 'A' or 'B' rating in the current recommendations of the USPSTF with respect to the Member involved; immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; evidence-informed preventive care and screenings for infants, children, and adolescents as provided for in comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and evidence-informed preventive care and screening for women as provided for in comprehensive guidelines supported by the HRSA. A listing of preventive health services with current 'A' or 'B' ratings is available on the USPSTF website. Important note about gender-specific preventive care benefits: Covered expenses include any recommended preventive care benefits described above that are determined by your Health Professional to be Medically Necessary, regardless of the sex you were assigned at birth, your gender identity, or your recorded gender.

9.42 **Prescription Medications.** Retail Prescription Medications may be covered when accompanied by a prescription from your Attending Physician, subject to the cost-sharing shown in the Prescription Medication Amendment to this Contract. Certain preventive medications that have an 'A' or 'B' rating in current recommendations of the USPSTF, may be covered at no cost to you when deemed Medically Necessary and accompanied by a prescription from your Attending Physician. Coverage for insulin and other diabetic supplies is described in Part IX, under **Diabetic Supplies**. Allergy serums and chemotherapy for cancer patients are covered under your medical benefits. See Part XII, PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS for additional information about Prescription Medications.

9.43 **Prosthetic Devices.** This Contract provides benefits, when Medically Necessary, for Prosthetic Devices designed to restore bodily function or replace a physical portion of the body. Coverage for Prosthetic Devices is limited to artificial limbs, artificial joints, ocular prostheses, and cochlear implants. Coverage includes the initial purchase, fitting or adjustment. Replacement is covered only when Medically Necessary due to a change in bodily configuration. The initial Prosthetic Device following a covered mastectomy is also covered. Replacement of intraocular lenses is covered only if there is a change in prescription that cannot be accommodated by eyeglasses. All other Prosthetic Devices are not covered, including Prosthetic Devices for Deluxe, Myo-electric and electronic Prosthetic Devices. The determination of whether a covered item will be paid under the DME, orthotics or prosthetics benefits will be based upon its classification as defined by the Centers for Medicare and Medicaid Services.

9.44 **Second Medical Opinions.** Members are entitled to a second medical opinion when disputing the appropriateness or necessity of a surgical procedure, or when subject to a serious injury or illness.

- a. A Member may choose to obtain a second medical opinion from any in-network or out-of-network Physician.
- b. Once a second medical opinion has been rendered, AvMed will review and determine AvMed's obligations under this Contract, and that judgment by AvMed is controlling. Any treatment the Member obtains that is not authorized by AvMed will be at the Member's expense.
- c. AvMed may limit second medical opinions in connection with a particular diagnosis or treatment to three per calendar year, if AvMed deems additional opinions to be an unreasonable over-utilization by the Member.

9.45 **Skilled Nursing Facilities**

- a. The following Health Care Services may be Covered Services when you are a patient in a Skilled Nursing Facility:

- i. room and board;
  - ii. respiratory or inhalation therapy (e.g., oxygen);
  - iii. medications and medicines administered while an inpatient (except take-home medications);
  - iv. intravenous solutions;
  - v. administration of, including the cost of, whole blood or blood products;
  - vi. dressings, including ordinary casts;
  - vii. transfusion supplies and equipment;
  - viii. diagnostic services, including radiology, ultrasound, laboratory, pathology and approved machine testing (e.g., EKG);
  - ix. chemotherapy treatment for proven malignant disease; and
  - x. physical, occupational and speech therapies.
- b. We reserve the right to request a treatment plan for determining coverage and payment. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.

9.46 **Speech Therapy.** See Part IX., Physical, Occupational and Speech Therapies.

9.47 **Spinal Manipulation.** See Part IX., Chiropractic Services.

9.48 **Substance Abuse Services.** Inpatient, intermediate and outpatient substance abuse services are covered when Medically Necessary and may be covered when a Member is admitted to a Hospital or Other Health Care Facility.

- a. For those disorders that cannot be effectively treated in an outpatient (including Partial Hospitalization) environment, intermediate substance abuse services in a Residential Treatment facility may be covered under a 24-hour intensive and structured supervised treatment program providing an inpatient level of care but in a non-Hospital environment. Treatment must be received in a facility specifically licensed as a Residential Treatment facility or Residential Treatment center by the State of Florida (or if outside Florida, applicable state law), to provide Residential Treatment programs for substance use disorders. The facility must require admission by a Physician, must have a behavioral health provider or an appropriately state certified professional actively on duty during the day and evening therapeutic programming, and the facility's medical director must be a Physician. For Detoxification programs in a Residential Treatment setting there must be a registered nurse onsite 24 hours per day, 7 days per week, and care must be provided under direct supervision of a Physician. Prior Authorization is required.
- b. As an alternative to inpatient hospitalization, Partial Hospitalization may be covered under a structured program of active psychiatric treatment, provided in a Hospital outpatient setting or by a community mental health center, that is more intense than the care received in a Physician's or therapist's office. Prior Authorization is required.
- c. Outpatient and Intensive Outpatient Treatment for substance use disorders may be covered when provided by a state-licensed psychiatrist or other Physician, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, Physician assistant, or other qualified mental health professional as allowed under applicable state law. Prior Authorization is required for Intensive Outpatient Treatment.

9.49 **Supplies.** Ostomy and urostomy supplies are covered when Medically Necessary. Items that are not medical supplies or that could be used by the Member or a family member for purposes other than ostomy care are not covered. Wound care supplies are covered when Medically Necessary as part of an approved treatment plan for treatment of a wound caused by or treated by a surgical procedure; or treatment of a wound that requires debridement. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.

9.50 **Transplant services,** limited to the procedures listed below, are covered through AvMed's in-network Center of Excellence facilities located within the State of Florida, subject to the conditions

and Limitations described herein. Transplant services are subject to Prior Authorization before benefits are paid. Transplant includes pre-transplant, transplant and post-discharge services, and treatment of complications after transplantation.

a. AvMed will pay benefits for services, care and treatment received or provided, only in connection with a:

i. Bone Marrow Transplant, which is specifically listed in Rule 59B-12.001, *Florida Administrative Code*, or any successor or similar rule or covered by Medicare as described in the most recently published Medicare National Coverage Determinations Manual issued by the Centers for Medicare and Medicaid Services. Coverage includes expenses associated with the donation or acquisition of an organ or tissue for the Member once the donor has been identified and has agreed to the donation. Coverage for the reasonable expenses of searching for a donor will be limited to a search among immediate family members and donors identified through the National Bone Marrow Donor Program.

1) Bone Marrow Transplant means human blood precursor cells administered to a patient to restore normal hematological and immunological functions following ablative therapy. Human blood precursor cells may be obtained from the patient in an autologous transplant, or an allogeneic transplant from a medically acceptable related or unrelated donor, and may be derived from bone marrow, the circulating blood, or a combination of bone marrow and circulating blood. If chemotherapy is an integral part of the treatment involving bone marrow transplantation, the term 'Bone Marrow Transplant' includes the transplantation as well as the administration of chemotherapy and the chemotherapy medications. The term 'Bone Marrow Transplant' also includes any services or supplies relating to any treatment or therapy involving the use of high dose or intensive dose chemotherapy and human blood precursor cells and includes any and all Hospital, Physician or other Health Care Provider services which are rendered in order to treat the effects of, or complications arising from, the use of high dose or intensive dose chemotherapy or human blood precursor cells (e.g., Hospital room and board and ancillary services);

ii. corneal transplant;

iii. heart transplant (including a ventricular assist device, if indicated, when used as a bridge to heart transplantation);

iv. heart-lung combination transplant;

v. liver transplant;

vi. kidney transplant;

vii. pancreas only transplant;

viii. pancreas transplant performed simultaneously with a kidney transplant; or

ix. lung (whole single or whole bilateral transplant).

b. We will cover donor costs and organ acquisition for transplants, other than Bone Marrow Transplants, provided such costs are not covered in whole or in part by any other carrier, organization or person other than the donor's family or estate.

9.51 **Urgent Care Services.** All Medically Necessary Covered Services received in Urgent Care Centers, Retail Clinics or your Primary Care Physician's office after-hours to treat an Urgent Medical Condition will be covered by AvMed. Any request for reimbursement of payment made by a Member for services received must be filed within 90 days or as soon as reasonably possible but not later than one year unless the Member was legally incapacitated. If Urgent Medical Services and Care are required while outside the continental United States, Alaska or Hawaii, it is the Member's responsibility to pay for such services at the time they are received. For information on filing a Claim for such services, see Part XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.

9.52 **Virtual Visits (Telehealth and Telemedicine Services)** using interactive audio, video, or other electronic media for the purpose of Physician-patient encounters for non-emergency diagnoses, consultations and treatment. Services are available from AvMed designated Telehealth providers only.

## **X. LIMITATIONS OF COVERED MEDICAL SERVICES**

The rights of Members and obligations of In-Network Providers hereunder are subject to the following Limitations:

- 10.1 **Cardiac Rehabilitation.** Outpatient cardiac rehabilitation, combined with chiropractic services, outpatient pulmonary rehabilitation, and outpatient rehabilitative physical, occupational and speech therapies, is limited to 35 visits per calendar year. Cardiac rehabilitation requires Prior Authorization.
- 10.2 **Chiropractic services,** combined with outpatient cardiac rehabilitation, outpatient pulmonary rehabilitation, outpatient rehabilitative physical, occupational and speech therapies are limited to 35 visits per calendar year.
- 10.3 **Dermatological Services.** Prior Authorization is required after a maximum of five visits to a dermatologist in a 12-month period for a dermatologic problem.
- 10.4 **Dialysis Services.** The provision of dialysis services is limited to AvMed in-network locations by in-network Health Professionals when a Member is inside the Service Area, and PHCS providers when a Member is outside the Service Area.
- 10.5 **Drug Infusion Therapy.**
  - a. Provision of outpatient infusion therapy services beginning with the second treatment in a course of treatment, is limited to non-hospital settings. Services must be received in a Physician's office, infusion clinic or the Member's home.
  - b. Any third-party Copayment assistance (sometimes also referred to as a "copay card" or "copay coupon") provided by a drug manufacturer or any other entity to pay any applicable Calendar Year Deductible, Copayment or Coinsurance amounts for any therapy medications administered by a Health Professional will not be credited toward your Calendar Year Deductible or Calendar Year Out-of-Pocket Maximum.
- 10.6 **Habilitative Physical, Occupational and Speech Therapies.** Outpatient habilitative physical, occupational and speech therapies are covered up to a combined maximum of 100 visits per calendar year for the treatment of Autism Spectrum Disorders and Down syndrome, for a Member who is (i) under 18 years of age, or (ii) 18 years of age or older and in high school, and was diagnosed at 8 years of age or younger as having a developmental disability.
- 10.7 **Home Health Care Services (Skilled Home Health Care).** Services are limited to 20 visits per calendar year, including:
  - a. intermittent visits (i.e., up to, but not exceeding, two hours per day) for:
    - i. nursing care by a registered nurse or licensed practical nurse, and home health aide services;
    - ii. medical social services;
    - iii. nutritional guidance;
    - iv. respiratory or inhalation therapy (e.g., oxygen) and;
    - v. short-term physical therapy by a physical therapist, occupational therapy by an occupational therapist, and speech therapy by a speech therapist. Such therapies are subject to any rehabilitative outpatient physical, occupational and speech therapy visit limits.
  - b. Services must be consistent with a plan of treatment ordered by the Member's Physician. Nursing and home health aide services must be rendered under the supervision of a registered nurse.
- 10.8 **Hyperbaric oxygen treatments** are limited to 40 treatments per Condition as appropriate pursuant to the Centers for Medicare and Medicaid Services (CMS) guidelines, and are subject to the cost-sharing shown in your Schedule of Benefits for rehabilitative physical, occupational, and speech therapies.

- 10.9 **Inpatient acute Rehabilitation Services** received in a Hospital are limited to 30 days per calendar year.
- 10.10 **Licensed Dietitians/Nutritionists.** Visits to licensed dietitians/nutritionists for treatment of diabetes, renal disease or obesity control are limited to three outpatient visits per calendar year.
- 10.11 **Nutrition Therapy.** Coverage for enteral, parenteral or oral nutrition, and any related supplies, is limited to treatment of inborn error of metabolism genetic diseases for Members through age 24. Prior Authorization is required, and benefits are subject to additional authorization when Member cost-sharing reaches \$2,500 in a calendar year.
- 10.12 **Orthotic Devices.** Coverage for Orthotic Devices or Orthotic Appliances is limited to custom-made leg, arm, back and neck braces when related to a surgical procedure or when used in an attempt to avoid surgery and when necessary to carry out normal activities of daily living, excluding sports activities. Replacements are covered only when Medically Necessary due to a change in bodily configuration.
- 10.13 **Other Health Care Facility(ies).** Medically Necessary inpatient services of Other Health Care Facilities, including Skilled Nursing Facilities, are covered up to a combined maximum of 60 post-hospitalization days per calendar year, for conditions that cannot be adequately treated with Home Health Care Services or on an ambulatory basis. Does not apply to treatment of mental health and substance use disorders.
- 10.14 **Prosthetic Devices.** Coverage for Prosthetic Devices is limited to artificial limbs, artificial joints, ocular prostheses and cochlear implants.
- 10.15 **Pulmonary Rehabilitation.** Outpatient pulmonary rehabilitation, combined with outpatient cardiac rehabilitation, chiropractic services, and outpatient rehabilitative physical, occupational and speech therapies is limited to 35 visits per calendar year. Prior Authorization is required.
- 10.16 **Rehabilitative Physical, Occupational and Speech Therapies.** Outpatient rehabilitative physical, occupational and speech therapies, combined with outpatient cardiac rehabilitation, chiropractic services and outpatient pulmonary rehabilitation are limited to 35 visits per calendar year, including evaluations.
- 10.17 **Second Medical Opinions.** AvMed may limit second medical opinions in connection with a particular diagnosis or treatment to three per calendar year, if AvMed deems additional opinions to be an unreasonable over-utilization by the Member.
- 10.18 **Skilled Nursing Facilities and Rehabilitation Centers.** See **Other Health Care Facility(ies)** above.
- 10.19 **Spinal Manipulation.** See **Chiropractic services** above.
- 10.20 **Supplies.** Provision of ostomy and urostomy supplies is limited to a one-month supply every 30 days. Coverage is limited to \$2,500 per calendar year, subject to applicable Copayments and Coinsurance. Items which are not medical supplies or which could be used by the Member or a family member for purposes other than ostomy care are not covered.
- 10.21 **Transplant Services.** Transplant services are limited to AvMed's in-network Center of Excellence facilities located within the State of Florida. Transportation costs for a companion to accompany the Member (or two companions when the patient is a minor) are covered only if the Member has to travel greater than a 50-mile radius to receive the transplant, and are limited to \$200 per day up to a \$10,000 lifetime maximum.
- 10.22 **Ventilator dependent care** is limited to a lifetime maximum of 100 calendar days.
- 10.23 **Virtual Visits (Telehealth and Telemedicine Services)** are available from AvMed designated Telehealth providers only and are subject to Medical Necessity and utilization management guidelines.



## **XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES**

This Contract expressly excludes coverage and expenses for the following services. These Exclusions are in addition to any Exclusions specified in Part IX. COVERED MEDICAL SERVICES and any Limitations specified in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.

### **11.1 General Exclusions include expenses for:**

- a. services received prior to your effective date or after the date your coverage terminates;
- b. services not within the categories described in Part IX. COVERED MEDICAL SERVICES and any amendments attached hereto, unless such services are specifically required to be covered by applicable law;
- c. services which are not Medically Necessary, as defined in this Contract, and as determined by AvMed;
- d. services provided by a Physician or other Health Care Provider related to you by blood or marriage;
- e. services beyond the scope of practice authorized for a Health Professional under applicable state law;
- f. services rendered at no charge;
- g. services to diagnose or treat any Condition which initially occurred while you were (or which directly or indirectly resulted from, or is connection with you being) under the influence of any chemical substance set forth in Section 877.111, *Florida Statutes*, or any substance controlled under Chapter 893, *Florida Statutes* or, with respect to such statutory provisions, any successor statutory provisions (or if outside Florida, applicable state law). Notwithstanding, this Exclusion will not apply to the use of any Prescription Medication by you if such medication is taken on the specific advice of a Physician in a manner consistent with such advice;
- h. services rendered by or through a medical or dental department maintained by or on behalf of an employer, mutual association, labor union, trust, or similar person or group;
- i. services to diagnose or treat a Condition which, directly or indirectly, resulted from or is in connection with your participation in, or commission of, any act punishable by law as a misdemeanor or felony whether or not you are charged or convicted; or which constitutes riot or rebellion; or your engaging in an illegal occupation. Coverage will be available if a Member demonstrates that an injury resulted from an act of domestic violence or a Condition, whether or not the Condition was diagnosed before the occurrence of the injury.
- j. any expenses for Claims denied because we did not receive information requested from you about whether or not you have other coverage (including personal injury protection motor vehicle insurance (PIP) or supplemental insurance plans) and the details of such coverage.

### **Additional Exclusions**

- 11.2 **Aids or devices that assist with oral, verbal, or nonverbal communications**, including communication boards, pre-recorded speech devices, laptop computers, desktop computers, personal digital assistants, Braille typewriters, visual alert systems for the deaf, memory books, software programs and associated devices.
- 11.3 **Anesthesia administration services** when performed by an operating Physician or the Physician's partner or associate.
- 11.4 **Armed forces service-connected medical care** for both sickness and injury, including services received at military or government facilities and services received to treat an injury arising out of your service in the Armed Forces, Reserves or National Guard.
- 11.5 **Autopsy or postmortem examinations** and associated services, unless specifically requested by AvMed.
- 11.6 **Bariatric Surgery/Treatment of Morbid Obesity**. Gastric stapling, gastric bypass, gastric banding, gastric bubbles, and other procedures for the treatment of obesity or Morbid Obesity, as well as

any related evaluations or diagnostic tests. Ongoing visits for the treatment of obesity, other than establishing a program of obesity control, are also excluded.

- 11.7 **Breast reduction or augmentation surgery** except as required for the comprehensive treatment of breast cancer.
- 11.8 **Complementary or alternative medicine** including: acupuncture, aromatherapy, Ayurvedic medicine such as lifestyle modifications, purification and massage therapies, biofield therapies, bioelectromagnetic applications and medicine, biofeedback, chelation therapy, cognitive therapy, environmental medicine including the field of clinical ecology, herbal therapies, homeopathic medicine and counseling, hypnotherapy, mind-body interactions such as meditation, imagery, yoga, dance and art therapy, manual healing methods such as the Alexander technique, massage therapy, craniosacral balancing, Feldenkrais method, Hellerwork, reflexology, Rolfing, shiatsu, traditional Chinese massage, Trager therapy, trigger-point myotherapy, and polarity therapy, naturopathic medicine, prayer and mental healing, Reichian therapy, Reiki, self-care and self-help training, sex therapy, SHEN therapy, sleep therapy, therapeutic touch, thermography, traditional Chinese medicine and vocational rehabilitation.
- 11.9 **Complications of any non-covered service**, including the evaluation, diagnosis or treatment of any Condition that arises as a complication of a non-covered service (e.g., services to treat a complication of cosmetic surgery are not covered).
- 11.10 **Cosmetic services** including any procedures which are undertaken primarily to improve or otherwise modify the Member's external appearance, except for reconstructive surgery to correct and repair a functional disorder as a result of a disease, injury, or congenital defect; and initial implanted prosthesis and reconstructive surgery incident to a mastectomy for cancer of the breast. Also excluded are surgical excision or reformation of any sagging skin of any part of the body, including: the eyelids, face, neck, abdomen, arms, legs, or buttocks; any services performed in connection with the enlargement, reduction, implantation or change in appearance of a portion of the body, including the face, lips, jaw, chin, nose, ears, breasts, or genitals (including circumcision, except newborns for up to one year from the date of birth); hair transplantation; chemical face peels or abrasion of the skin, electrolysis depilation, removal of tattooing, or any other surgical or non-surgical procedures which are primarily for cosmetic purposes or to create body symmetry. Additionally, all medical complications resulting from cosmetic surgical or non-surgical procedures are excluded.
- 11.11 **Counseling**, including marriage or pre-marital counseling, religious, family, career, social adjustment, pastoral or financial counseling.
- 11.12 **Court-ordered services and supplies** including court-ordered care or testing, or services required as a condition of parole, probation, release or because of any legal proceeding.
- 11.13 **Costs** related to telephone consultations, failure to keep a scheduled appointment, or completion and preparation of any form or medical information, including requests for medical records.
- 11.14 **Custodial Care** and any service of a Custodial nature, including without limitation: services primarily to assist in the activities of daily living, rest homes, home companions or sitters, home parents, domestic maid services, food or home delivered meals, housing, respite care, and provision of services which are for the sole purpose of allowing a family member or caregiver of a Member to return to work.
- 11.15 **Dental Care** or treatment of the teeth or their supporting structures or gums, or dental procedures, including: extraction of teeth; restoration of teeth with or without fillings, crowns or other materials; bridges; cleaning of teeth; dental implants; dentures; periodontal or endodontic procedures; orthodontic treatment (e.g., braces); intraoral Prosthetic Devices; palatal expansion devices; bruxism appliances; dental x-rays and dental services provided more than 90 days after the date of an Accidental Dental Injury regardless of whether or not such services could have been rendered within 90 days. This Exclusion also applies to services related to the diagnosis and treatment of temporomandibular joint (TMJ) dysfunction except when Medically Necessary, and all dental treatment for TMJ.

- 11.16 **Dialysis services** received from providers who are not part of the AvMed Provider Network or who are not PHCS providers when the Member is outside the Service Area.
- 11.17 **Durable Medical Equipment (DME)**
- a. Items that are not covered include:
    - i. bed related items: bed trays, over-the-bed tables, bed wedges, pillows, custom bedroom equipment, mattresses, including non-power mattresses, custom mattresses and posturepedic mattresses;
    - ii. bath related items: bath lifts, non-portable whirlpools, bathtub rails, toilet rails, raised toilet seats, bath benches, bath stools, hand held showers, paraffin baths, bath mats, and spas;
    - iii. chairs, lifts and standing devices: computerized or gyroscopic mobility systems, roll about chairs, geriatric chairs, hip chairs, seat lifts (mechanical or motorized), patient lifts (mechanical or motorized – manual hydraulic lifts are covered if patient is 2-person transfer), and auto tilt chairs;
    - iv. electric or powered scooters; non-standard customized wheelchairs, motorized or manual;
    - v. fixtures to real property, including ceiling lifts and wheelchair ramps;
    - vi. car/van modifications;
    - vii. air quality items: air conditioners, room humidifiers, vaporizers, air purifiers and electrostatic machines;
    - viii. blood/injection related items: blood pressure cuffs, centrifuges, nova pens and needleless injectors; and
    - ix. other equipment: heat lamps, heating pads, cryounits, cryotherapy machines, electronic-controlled therapy units, ultraviolet cabinets, sheepskin pads and boots, postural drainage board, AC/DC adaptors, enuresis alarms, magnetic equipment, scales (baby and adult), stair gliders, elevators, saunas, any exercise equipment, emergency alert equipment, and diathermy machines.
  - b. Repair of Member-owned DME, and replacement of DME solely because it is old or used, is excluded.
- 11.18 **Educational Services.** Any service or supply for education, training or retraining services or testing including: special education, remedial education; cognitive remediation; wilderness/outdoor treatment, therapy or adventure programs (whether or not the program is part of a Residential Treatment facility or otherwise licensed institution); job training or job hardening programs; educational services and schooling or any such related or similar program including therapeutic programs within a school setting.
- 11.19 **Examinations.** Any health examinations needed because a third party requires the exam, including examinations to get or keep a job, examinations required under a labor agreement or other contract, to buy insurance or to get or keep a license, to travel, to go to a school, camp, sporting event, or to join in a sport or other recreational activity.
- 11.20 **Exercise programs,** gym memberships or exercise equipment of any kind, including exercise bicycles, treadmills, stairmasters, rowing machines, free weights or resistance equipment. Also excluded are massage devices, portable whirlpool pumps, hot tubs, jacuzzis, sauna baths, swimming pools and similar equipment.
- 11.21 **Experimental or Investigational services and supplies** except as otherwise covered for Bone Marrow Transplants, pursuant to Section 59B-12.001, *Florida Administrative Code*.
- 11.22 **Eye care,** including:
- a. eye examinations for Members over age 19 for the purpose of determining the need for sight correction (such as eye glasses or contact lenses);
  - b. training or orthoptics, including eye exercises; or
  - c. radial keratotomy, refractory keratoplasty, Lasik surgery or any other corneal surgical procedure to correct refractive error.

- d. This Exclusion does not include pediatric vision services that are covered as an Essential Health Benefit, as set forth under PPACA, Section 1302(b) of the Federal Act, for children through the end of the month in which they turn 19.
- 11.23 **Foot care (routine)**, including any service involving the feet or parts of the feet, in the absence of diabetes, peripheral circulatory or neurovascular disease including: non-surgical treatment of bunions; flat feet; fallen arches; chronic foot strain; trimming of toenails, corns or calluses. This Exclusion does not apply to services otherwise covered under **Diabetes Outpatient Self-Management**, as described in Part IX. COVERED MEDICAL SERVICES.
- 11.24 **Foot supports** including orthopedic or specialty shoes, shoe build-ups, shoe orthotics, shoe braces, and shoe supports.
- 11.25 **Gender Transition Services.** Gender reassignment surgery and any treatment, service, supply or medication associated with or as a result of gender reassignment or gender dysphoria are excluded; except for Members aged 18 or over who are diagnosed with gender dysphoria by an AvMed Network provider, and when the recommended services are deemed Medically Necessary and all criteria under AvMed's current coverage guidelines are met. All services must be rendered by AvMed Network providers in order to be covered. Coverage guidelines are available at [www.avmed.org](http://www.avmed.org).
- 11.26 **Gene or Cellular Therapy Products.** Cellular therapy products include cellular immunotherapies, cancer vaccines, and other types of both autologous and allogeneic cells for certain therapeutic indications, including hematopoietic stem cells and adult and embryonic stem cells. Human gene therapy is the administration of genetic material to modify or manipulate the expression of a gene product or to alter the biological properties of living cells for therapeutic use.
- 11.27 **Habilitation Services.** Except as required by law for treatment of Autism Spectrum Disorders and Down syndrome, non-covered Habilitation Services include residential, institutional and home-based Habilitation Services, personal assistance/ attendant care services; errand services; transportation to and from training facilities unless provided by the training facility; family education and training; family support services; pre-vocational services designed to assist a Member in acquiring basic work skills; supportive employment habilitation; respite care camps; hotel respite, room and board; services that are purely educational in nature, and personal training or life coaching.
- 11.28 **Hearing aids** (external or implantable) and services related to the fitting or provision of hearing aids, including tinnitus maskers, batteries, and the cost of repairs.
- 11.29 **Hearing examinations for Members over age 19** for the purpose of determining the need for hearing correction.
- 11.30 **Homemaker or domestic maid services;** sitter or companion services; services rendered by an employee or operator of an adult congregate living facility, an adult foster home, an adult day care center, or a nursing home facility.
- 11.31 **Home monitoring devices and measuring devices** (other than apnea monitors and Holter monitors), and any other equipment or devices for use outside the Hospital that are not covered elsewhere in this Contract.
- 11.32 **Hospital Services** that are associated with excluded surgery or excluded Dental Care.
- 11.33 **Immunizations and medications** for the purpose of foreign travel or employment.
- 11.34 **Infertility Diagnosis, Treatment and Supplies (Assisted Reproductive Therapy)**, including infertility evaluation, testing, diagnosis and treatment, medication and supplies, to determine or correct the reason for infertility or inability to achieve conception. This includes artificial insemination (AI), in-vitro fertilization (IVF), ovum or embryo placement or transfer, gamete intra-fallopian transfer (GIFT), or cryogenic or other preservation techniques used in such or similar procedures.
- 11.35 **Mandibular and maxillary osteotomies** except when Medically Necessary to treat Conditions caused by congenital or developmental deformity, disease or injury.

- 11.36 **Medical supplies** including pre-fabricated splints, Thromboembolic/support hose and all other bandages, except as described under **Supplies** in Part IX.
- 11.37 **Mental Health and Substance Abuse Services** rendered in connection with a Condition not classified in the most recent edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (DSM) are excluded from coverage; and services for the following categories (or equivalent terms) as listed in the most recent edition of the DSM: inpatient treatment for dementia and amnesia without a behavioral disturbance that necessitates mental health treatment; sexual deviations and disorders except for gender identity disorders; tobacco use disorders, except as required under USPSTF preventive care guidelines; pathological gambling, kleptomania, pyromania; inpatient stays primarily intended as a change of environment; school and/or education services, including special education, remedial education, wilderness/outdoor treatment, therapy or adventure programs (whether or not the program is part of a Residential Treatment facility or otherwise licensed institution); services provided in conjunction with school, vocation, work or recreational activities.
- 11.38 **Nutritional therapy** except as described under **Nutrition Therapy** in Part IX.
- 11.39 **Oral surgery** for Members over age 19, except as described under **Dental Care** in Part IX.
- 11.40 **Organ Donor Treatment and Services.** The Health Care Services and Hospital services for a donor or prospective donor who is an AvMed Member when the recipient of an organ transplant is not an AvMed Member. The reasonable costs of searching for a bone marrow donor are limited to a Member's family members and the National Bone Marrow Donor Program. Post-transplant donor complications will not be covered.
- 11.41 **Orthotic Devices** except as described in Part IX. COVERED MEDICAL SERVICES. Expenses for arch supports, shoe inserts designed to effect conformational changes in the foot or foot alignment, orthopedic shoes, over-the-counter, custom-made or built-up shoes, cast shoes, sneakers, ready-made compression hose or support hose, or similar type devices/appliances regardless of intended use (except for therapeutic shoes, including inserts and modifications for the treatment of severe diabetic foot disease); expenses for Orthotic Appliances or Orthotic Devices, which straighten or re-shape the conformation of the head or bones of the skull or cranium through cranial banding or molding (e.g. dynamic orthotic cranioplasty or molding helmets); and expenses for devices necessary to exercise, train, or participate in sports, e.g. custom-made knee braces.
- 11.42 **Over-the-counter medications** and Prescription Medications not otherwise covered including hypodermic needles and syringes and self-administered Injectable Medications except insulin and insulin syringes for the treatment of diabetes as described under **Diabetic Supplies** in Part IX.
- 11.43 **Pain Management.** Inpatient rehabilitation for Pain Management is excluded.
- 11.44 **Personal comfort, hygiene or convenience items and services** deemed not Medically Necessary and not directly related to a Member's treatment, including beauty and barber services; clothing (including support hose); radio and television; guest meals and accommodations; telephone charges; take-home supplies; travel expenses (other than Medically Necessary ambulance services); motel/hotel accommodations; air conditioners, furnaces, air filters, air or water purification systems, water softening systems, humidifiers, dehumidifiers, vacuum cleaners or any other similar equipment and devices used for environmental control or to enhance an environmental setting; hot tubs, jacuzzis, heated spas, pools, or memberships to health clubs; heating pads; hot water bottles or ice packs; physical fitness equipment; and hand rails and grab bars.
- 11.45 **Private Duty Nursing** care or services rendered at any location.
- 11.46 **Professional Services.** Non-patient-specific professional services associated with machine or other testing including oversight of a medical laboratory to assure timeliness, reliability, and usefulness of test results and overseeing calibration of laboratory testing equipment.
- 11.47 **Prosthetic Devices** except as described in Part IX. COVERED MEDICAL SERVICES. Expenses for microprocessor controlled or myoelectric artificial limbs (e.g. C-legs); and expenses for cosmetic enhancements to artificial limbs are also not covered.

- 11.48 **Rehabilitation Programs.** Vocational rehabilitation, long term rehabilitation, or any other rehabilitation program.
- 11.49 **Rehabilitative Therapies.** Rehabilitative therapies for chronic Conditions are not covered. Therapies provided on either an inpatient or outpatient basis for the purpose of maintaining rather than improving your Condition are excluded. Maintenance therapy begins when the therapeutic goals of a treatment plan have been met or no further functional progress is expected. Services that involve non-diagnostic, non-therapeutic, routine, or repetitive procedures to maintain general welfare and do not require the skilled assistance of a licensed therapist are excluded. Therapy for abnormal speech pathology, including lisping and stuttering; rehabilitative therapy modalities that are considered investigational including cognitive therapy, Interactive Metronome Program, Augmented Soft Tissue Mobilization, Kinesio Taping/Taping, MEDEK Therapy, Hands-Free Ultrasound and Low-Frequency Sound (Infrasound), and Hivamat Therapy (Deep Oscillation Therapy) are excluded.
- 11.50 **Removal of benign skin lesions,** including warts, moles, skin tags, lipomas, keloids and scars is not covered, even with a recommendation or prescription from a Physician.
- 11.51 **Reversal of voluntary surgically-induced sterility** including the reversal of tubal ligations and vasectomies.
- 11.52 **Sexual Dysfunction.** All medications, devices and other forms of treatment related to a diagnosis of sexual dysfunction, regardless of etiology.
- 11.53 **Skilled Nursing Facilities.** Expenses for an inpatient admission to a Skilled Nursing Facility for purposes of Custodial Care, convalescent care, or any other service primarily for the convenience of you or your family members or the provider.
- 11.54 **Sports-related devices, services and medications** used to affect performance primarily in sports-related activities; all expenses related to physical conditioning programs such as athletic training, bodybuilding, exercise, fitness, flexibility, and diversion or general motivation.
- 11.55 **Supplies.** Items which are not medical supplies, or which could be used by the Member or a family member for purposes other than ostomy care are not covered.
- 11.56 **Surgically implanted devices and any associated external devices,** except for cardiac pacemakers, intraocular lenses, cochlear implants, artificial joints, orthopedic hardware and vascular grafts. Dental appliances, other corrective lenses and hearing aids, including the professional fee for fitting them, are not covered.
- 11.57 **Temporomandibular Joint (TMJ) Dysfunction.** Services related to the diagnosis and treatment of TMJ except when Medically Necessary; and all dental treatment for TMJ.
- 11.58 **Termination of pregnancy** unless deemed Medically Necessary, subject to applicable state and federal laws.
- 11.59 **Training and educational programs or materials,** except as described under **Diabetes Outpatient Self-Management** in Part IX. COVERED MEDICAL SERVICES, including programs or materials for Pain Management and vocational rehabilitation.
- 11.60 **Transplant Services.** Expenses for the following are excluded:
- a. transplant procedures excluded under this Contract (e.g., Experimental or Investigational transplant procedures);
  - b. transplant procedures involving the transplantation or implantation of any non-human organ or tissue;
  - c. transplant procedures related to the donation or acquisition of an organ or tissue for a recipient who is not covered by AvMed;
  - d. transplant procedures involving the implant of an artificial organ, including the implant of the artificial organ;
  - e. any organ, tissue, marrow, or stem cells which is/are sold rather than donated;



- f. any Bone Marrow Transplant, as defined herein, which is not specifically listed in Rule 59B-12.001, *Florida Administrative Code*, or any successor or similar rule or covered by Medicare pursuant to a national coverage decision made by CMS as evidenced in the most recently published Medicare National Coverage Determinations Manual;
  - g. any service in connection with the identification of a donor from a local, state or national listing, except in the case of a Bone Marrow Transplant;
  - h. any non-medical costs, including temporary lodging or transportation costs for you or your family to and from the approved facility, except as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES;
  - i. any artificial heart, mechanical device, or ventricular assist device (VAD) that replaces either the atrium or the ventricle;
  - j. collection and storage costs associated with the banking of umbilical cord blood;
  - k. transplant services and procedures provided by or at facilities that are not AvMed in-network Center of Excellence facilities located within the State of Florida.
- 11.61 **Transportation** including expenses for ambulance services to and from a Physician or Hospital except as described in Part IX. COVERED MEDICAL SERVICES and Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.
- 11.62 **Travel or vacation expenses** even if prescribed or ordered by a Health Professional.
- 11.63 **Treatment in a federal, state, or governmental entity** including any care in a Hospital or Other Health Care Facility owned or operated by any federal, state or other governmental entity unless coverage is required by applicable laws.
- 11.64 **Treatment, services or supplies received outside the United States.** However, benefits will be payable for Covered Services required to treat an Emergency Medical Condition or Urgent Medical Condition arising during travel outside of the continental United States, Alaska and Hawaii. Members are responsible for payment of such services at the time they are received and should submit the Claim to AvMed as described in Part XIII. REVIEW PROCEDURES/ AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.
- 11.65 **Ventilator dependent care**, except as described in Part II. DEFINITIONS for 100 calendar days lifetime maximum benefit.
- 11.66 **Volunteer services**, or services which would normally be provided free of charge and any charges associated with Deductible, Coinsurance, or Copayment (if applicable) requirements which are waived by a Health Care Provider.
- 11.67 **Weight Control Services.** Except those services deemed preventive and given an 'A' or 'B' rating in current recommendations by the USPSTF, any service, treatment or program to lose, gain, or maintain weight, including and without limitation, appetite suppressants, dietary regimens, food or food supplements (except as described under **Nutrition Therapy** in Part IX. COVERED MEDICAL SERVICES), and exercise programs or equipment, whether or not a part of a treatment plan for a Condition.
- 11.68 **Wigs** or cranial prostheses.
- 11.69 **Workers' Compensation Benefits.** Any sickness or injury for which the Member is paid benefits, or may be paid benefits if claimed, if the Member is covered or could be covered by Workers' Compensation. In addition, if the Member enters into a settlement giving up rights to recover past or future medical benefits under a Workers' Compensation law, AvMed will not cover past or future Health Care Services that are the subject of or related to that settlement. Furthermore, if the Member is covered by a Worker's Compensation program that limits benefits if other than specified Health Care Providers are used and the Member receives care or services from a Health Care Provider not specified by the program, AvMed will not cover the balance of any costs remaining after the program has paid.

## **XII. PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS**

**See the Prescription Medication Amendment to your Contract for important information including Member cost-sharing, Limitations and Exclusions. See also Part II. DEFINITIONS.**

- 12.1 **Prescription Medication Definitions.** For the purposes of this Contract, the following terms have the meanings set forth below. See also Part II. Definitions.
- a. **Brand Medication** means a Prescription Drug that is usually manufactured and sold under a name or trademark by a pharmaceutical manufacturer or a medication that is identified as a Brand Medication by AvMed. AvMed delegates determination of Generic/Brand status to our Pharmacy Benefits Manager.
  - b. **Brand Additional Charge** means the additional charge that must be paid if you or your Physician choose a Brand Medication when a Generic equivalent is available. The charge is the difference between the cost of the Brand Medication and the Generic Medication. This charge must be paid in addition to the non-preferred brand cost-sharing amount. **The Brand Additional Charge does not apply toward the Calendar Year Deductible or Out-of-Pocket Maximum.**
  - c. **Dental-specific Medication** is medication used for dental-specific purposes including fluoride medications and medications packaged and labeled for dental-specific purposes.
  - d. **Formulary List** means the listing of preferred and non-preferred medications as determined by AvMed's Pharmacy and Therapeutics Committee based on the clinical efficacy, relative safety and cost in comparison to similar medications within a therapeutic class. This multi-tiered list establishes different levels of cost-sharing for medications within therapeutic classes. As new medications become available, they may be considered excluded until they have been reviewed by AvMed's Pharmacy and Therapeutics Committee. Specific medications on the Formulary List and their placement in a given therapeutic class are subject to change at any time without prior notice to you or your approval. It is your responsibility to consult with your Attending Physician to determine whether a medication is on the Formulary List at the time the prescription is rendered.
  - e. **Generic Medication** means a medication that has the same active ingredient as a Brand Medication or is identified as a Generic Medication by AvMed's Pharmacy Benefits Manager.
  - f. **In-Network Pharmacy** means a pharmacy (retail, mail order or specialty pharmacy) that has entered into an agreement to provide Prescription Medications to AvMed Members and has been designated as an In-Network Pharmacy. Except for emergencies, covered Prescription Medications must be obtained at In-Network Pharmacies.
  - g. **Maintenance Medication** is a medication that is approved by the U.S. Food and Drug Administration (FDA), for which the duration of therapy can reasonably be expected to exceed one year, as determined by the Pharmacy Benefits Manager.
  - h. **Specialty Medications** are high cost medications that are self-administered by Members. These medications may be limited in distribution to in-network specialty pharmacies. Many of these medications require Prior Authorization and are limited to a maximum 30-day supply per dispensing.
- 12.2 **Pharmacy Coverage Criteria.** Your Prescription Medication coverage includes outpatient medications (including certain contraceptives) that require a prescription, are prescribed by a Physician in accordance with AvMed's Coverage Criteria, and are filled at an AvMed In-Network Pharmacy. AvMed reserves the right to make changes in Coverage Criteria for covered products and services.
- 12.3 **Prior Authorization and Progressive Medication Program.** Your Prescription Medication coverage may require Prior Authorization, and such Prior Authorization may include the Progressive Medication Program for certain covered medications. The prescribing Physician or the In-Network Pharmacy must obtain approval (prior to dispensing) from AvMed. The list of Prescription Medications requiring Prior Authorization is subject to periodic review and modification by AvMed and may be amended without notice. A copy of the list of covered Prescription Medications, drugs requiring Prior Authorization and drugs that are a part of the Progressive Medication Program are

available from AvMed's Member Engagement Center or from the AvMed website. The Progressive Medication Program encourages the use of therapeutically-equivalent lower-cost medications by requiring certain medications to be utilized to treat a Condition prior to approving another medication for that Condition. The Progressive Medication Program includes the first-line use of preferred medications that are proven to be safe and effective for a given Condition and can provide the same health benefit as more expensive non-preferred medications at a lower cost.

- 12.4 **Cost-Sharing and Refilling Prescriptions.** Your retail Prescription Drug coverage includes up to a 30-day supply of a medication for the cost-sharing amounts shown in your Prescription Medication Amendment. Your prescription may be refilled via retail or mail order after 75% of your previous fill has been used and subject to a maximum of 13 refills per year. You also have the opportunity to obtain a 90-day supply of Prescription Medications used for chronic Conditions including asthma, cardiovascular disease, and diabetes, from a retail In-Network Pharmacy or via mail order for the applicable cost-sharing per 30-day supply.
- 12.5 **Quantity Limits for Prescriptions.** Quantity limits are set in accordance with FDA approved prescribing limitations, general practice guidelines supported by medical specialty organizations, or evidence-based, statistically valid clinical studies without published conflicting data. This means that a medication-specific quantity limit may apply to Prescription Medications that have an increased potential for over-utilization or an increased potential for a Member to experience an adverse effect at higher doses.
- 12.6 **Obtaining Prescribed Medications.** To obtain your Prescription Medication, take your prescription to, or have your Physician call, an AvMed In-Network Pharmacy. Present your prescription along with your AvMed Identification Card. Pay any applicable Calendar Year Deductible and Copayment or Coinsurance (as well as any additional charge that may apply if a Brand Medication is chosen when a Generic equivalent is available) as described in the Prescription Medication Amendment to this Contract. Your Physician should submit prescriptions for Specialty Medications to AvMed's in-network specialty pharmacy.
- 12.7 **Mail Services for Prescriptions.** Mail-order Prescription Drug coverage, If available under your Plan, includes up to a 90-day supply of a routine Maintenance Medication for the cost-sharing amount shown in your Prescription Medication Amendment. If the amount of medication is less than a 90-day supply, you will still be charged the mail order cost-sharing amount. Mail service is a benefit option for Maintenance Medications needed for chronic or long-term health Conditions. It is often best to get an initial prescription filled at your retail In-Network Pharmacy. Ask your Physician for an additional prescription for a 60-90-day supply of your medication to be ordered through mail service. Please refer to your Prescription Medication Amendment for cost-sharing amounts for Prescription Medications ordered through mail services.
- 12.8 **Prescription Medication Benefits Disclaimer.** Filling a prescription at a pharmacy is not a Claim for benefits and is not subject to the Claims and Appeals procedures under the Employee Retirement Income Security Act of 1974 (ERISA). However, any Prescription Medications that require Prior Authorization will be treated as a Claim for benefits subject to the Claims and Appeals Procedures, as outlined in this Contract.
- 12.9 **Third-Party Assistance for Specialty Medications.** If you use any third-party Copayment assistance (sometimes also referred to as a "copay card" or "copay coupon") provided by a drug manufacturer or any other entity to pay any applicable Calendar Year Deductible, Copayment, or Coinsurance amounts for any Specialty Medications, you will not receive credit toward your Calendar Year Out-of-Pocket Maximum or Calendar Year Deductible for any such assistance you use.

### **XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL**

- 13.1 **Member's Rights of Review.** Members have the right to a review of any complaint regarding the services or benefits covered under this Contract. AvMed encourages the informal resolution of complaints. If you have a complaint, you or someone you name to act on your behalf (an

authorized representative) may call AvMed's Member Engagement Center, and a Representative will try to resolve the complaint for you over the telephone. If you ask for a written response, or if the complaint is related to quality of care, we will respond in writing. The Member Engagement Center can also advise you how to name your authorized representative.

- 13.2 **Filing a Grievance.** If a Member's complaint cannot be resolved informally, it may be submitted to AvMed in writing. We call this 'filing a Grievance'. A Grievance is any complaint relating to Plan services, other than one that involves a request (Claim) for benefits or an appeal of an Adverse Benefit Determination. Grievances must be filed within 1 year of the occurrence of the event or action that led to the Grievance. Grievances will be deemed to have been filed on the date received by AvMed, and will be processed through AvMed's formal Member Grievance Procedures. AvMed will acknowledge and investigate the Grievance and provide a written response advising of the disposition within 60 days after receipt of the Grievance.

- a. Grievances relating to Plan services may be submitted in writing to:

AvMed Member Engagement Center  
P.O. Box 569008  
Miami, Florida 33256-9908  
Telephone: 1-800-882-8633  
Fax: (305) 671-4736

- b. If you are not satisfied with AvMed's final decision, you may file a written Grievance with the Department of Financial Services (DFS) within 1 year of receipt of AvMed's final decision letter. You also have the right to contact DFS at any time to inform them of an unresolved Grievance. DFS may be contacted at the address below:

Florida Department of Financial Services  
200 East Gaines Street  
Tallahassee, Florida 32399  
Telephone: 1-877-693-5236

- 13.3 **Claims for Benefits.** All Claims for benefits will be deemed to have been filed on the date received by AvMed. If a Claim is a Pre-Service or Urgent Care Claim, a Health Professional with knowledge of the Member's Condition will be permitted to act as the Member's authorized representative, and will be notified of all approvals on the Member's behalf.

- a. Pre-Service Claims

- i. Initial Claim. AvMed will notify the Claimant of the benefit determination with respect to a Pre-Service Claim no later than 15 days after receipt of the Claim. AvMed may extend this period one time for up to 15 additional days, if we determine that such an extension is necessary due to matters beyond our control, and we notify the Claimant before the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.

- 1) If such an extension is necessary because the Claimant failed to provide sufficient information to decide the Claim, the notice of extension will specifically describe the required information, and the Claimant will be afforded at least 45 days from receipt of the notice to provide the specified information.
- 2) In the case of a failure by a Claimant to follow AvMed's procedures for filing a Pre-Service Claim, the Claimant will be notified of the failure and the proper procedures to be followed, no later than five days following such failure.
- 3) AvMed's period for making the benefit determination will be tolled from the date the notification of the extension is sent to the Claimant, until the date the Claimant responds to the request for additional information. If the Claimant fails to supply the requested information within the 45-day period, the Claim will be denied.

- ii. Appeal of a Pre-Service Claim. A Claimant may appeal an Adverse Benefit Determination with respect to a Pre-Service Claim within 1 year of receiving the Adverse Benefit Determination. AvMed will review the Claim and notify the Claimant of its determination on review, no later than 30 days after AvMed receives the Claimant's request; except in

limited cases when AvMed provides new information to the Claimant that AvMed is considering in the appeal, and gives the Claimant an opportunity to respond. An appeal of an Adverse Benefit Determination with respect to a Pre-Service Claim may be submitted to:

AvMed Member Engagement Center  
P.O. Box 569008  
Miami, Florida 33256-9908  
Telephone: 1-800-882-8633  
Fax: (305) 671-4736

b. Urgent Care Claims

- i. Initial Claim. Generally, the determination of whether a Claim is an Urgent Care Claim will be made by an individual acting on behalf of AvMed, applying the judgment of a prudent layperson possessing an average knowledge of health and medicine. However, if a Physician with knowledge of the Member's Condition determines that the Claim is an Urgent Care Claim, it will be deemed urgent. Urgent Care Claims may be made orally or in writing. AvMed will notify the Claimant of the benefit determination as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of the Urgent Care Claim.
  - 1) If the Claimant fails to provide sufficient information to determine whether or to what extent benefits are covered or payable under this Contract, AvMed will notify the Claimant, no later than 24 hours after receipt of the Claim, of the specific information necessary to complete the Claim. The Claimant will be afforded no less than 48 hours, to provide the specified information.
  - 2) AvMed will notify the Claimant of the benefit determination no later than 48 hours after the earlier of: AvMed's receipt of the specified information, or the end of the period afforded the Claimant to provide the specified information. If the Claimant fails to supply the specified information within the 48-hour period, the Claim will be denied.
  - 3) AvMed may notify the Claimant of the benefit determination orally or in writing. If the notification is provided orally, a written or electronic notification will also be provided to the Claimant no later than three days after the oral notification.
- ii. Appeal of an Urgent Care Claim. A Claimant may appeal an Adverse Benefit Determination with respect to an Urgent Care Claim within 1 year of receiving the Adverse Benefit Determination. AvMed will review the Claim and notify the Claimant of its benefit determination on review as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of the Claimant's request; except in limited cases when AvMed provides new information to the Claimant that AvMed is considering in the appeal, and gives the Claimant an opportunity to respond. An appeal of an Adverse Benefit Determination with respect to an Urgent Care Claim may be submitted to AvMed's Member Engagement Center at the address listed under Appeal of a Pre-Service Claim, above.

c. Concurrent Care Claims

- i. Any reduction or termination by AvMed of Concurrent Care (other than by an amendment to this Contract or termination), before the end of an approved period of time or number of treatments, will constitute an Adverse Benefit Determination. In the event a Concurrent Care Claim results in an Adverse Benefit Determination, AvMed will notify the Claimant at a time sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination on review before the benefit is reduced or terminated.
  - 1) Any request by a Claimant that relates to an Urgent Care Claim to extend the course of treatment beyond the period of time or number of treatments previously authorized, will be decided as soon as possible, taking into account the medical exigencies. AvMed will notify the Claimant of the benefit determination within 24 hours after

receipt of the Claim, provided the Claim is made to AvMed at least 24 hours before the expiration of the prescribed period of time or number of treatments.

- 2) Notification and appeal of any Adverse Benefit Determination concerning a request to extend a course of treatment, whether involving an Urgent Care Claim or not, will be made in accordance with AvMed's review and notification procedures described herein.

d. Post-Service Claims

- i. Initial Claim. Post-Service Claims must be submitted to AvMed within 90 days from the date of service or within one year unless the Member was legally incapacitated; otherwise the Claim will be considered to have been waived.
  - 1) Post-Service Claims must include all of the information listed below. If a Claim is for services received to treat an Emergency Medical Condition or an Urgent Medical Condition while outside the continental United States, Alaska or Hawaii, the information must be translated into English.
    - a) The name of the individual who received the services;
    - b) The Member's name and Member ID number as they appear on the Member Identification Card;
    - c) The place of service and the date of service;
    - d) A description of the services including any applicable procedure codes;
    - e) The diagnosis including any applicable diagnosis codes;
    - f) The provider's name and address; and
    - g) The amount actually charged by the provider and a copy of the paid receipts;
  - 2) AvMed will notify the Claimant of the benefit determination no later than 30 days after receipt of a Post-Service Claim. AvMed may extend this period one time for up to 15 additional days if we determine such an extension is necessary due to matters beyond our control and we notify the Claimant, before the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.
    - a) If such an extension is necessary because the Claimant failed to provide sufficient information to decide the Claim, the notice of extension will specifically describe the required information, and the Claimant will be afforded at least 45 days from receipt of the notice to provide the specified information.
    - b) AvMed's period for making the benefit determination will be tolled from the date the notification of the extension is sent to the Claimant, until the date the Claimant responds to the request for additional information. If the Claimant fails to supply the requested information within the 45-day period, the Claim will be denied.
- ii. Appeal of a Post-Service Claim. A Claimant may appeal an Adverse Benefit Determination with respect to a Post-Service Claim within 1 year of receiving the Adverse Benefit Determination. AvMed will review the Claim and notify the Claimant of its determination on review, no later than 60 days after receipt of the Claimant's request; except in limited cases when AvMed provides new information to the Claimant that AvMed is considering in the appeal, and gives the Claimant an opportunity to respond. An appeal of an Adverse Benefit Determination with respect to a Post-Service Claim may be submitted to AvMed's Member Engagement Center, at the address listed in Appeal of a Pre-Service Claim, above.

13.4 **Manner and Content of Initial Claims Determination Notification.** AvMed will provide a Claimant with written or electronic notification of any Adverse Benefit Determination. The notification will set forth the following, in a manner calculated to be understood by the Claimant:

- a. sufficient information to identify the Claim, including (as applicable) the date of service, Health Care Provider, and Claim amount, as well as notice that the diagnosis and treatment codes, along with the corresponding meaning, are available free of charge upon request;



- b. the specific reason for the Adverse Benefit Determination including the denial code and its corresponding meaning;
- c. reference to the specific Contract provisions on which the determination is based;
- d. a description of any additional material or information necessary for the Claimant to perfect the Claim and an explanation of why such material or information is necessary;
- e. a description of AvMed's review procedures and the applicable time limits;
- f. in the case of an Adverse Benefit Determination involving an Urgent Care Claim, a description of the expedited review process applicable to such Claim;
- g. any internal rule, guideline, protocol or other similar criterion relied upon in making the Adverse Benefit Determination; or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge to the Claimant upon request;
- h. if the Adverse Benefit Determination is based on whether the treatment or service is Experimental or Investigational, or not Medically Necessary, either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Contract to the Member's medical circumstances; or a statement that such explanation will be provided free of charge upon request.

**13.5 Review Procedure upon Appeal.** In order to assure Claimants a full and fair review, AvMed's review procedures will include the following procedures and safeguards:

- a. Claimants may present evidence and submit written comments, documents, records and other information relating to a Claim.
- b. upon request and free of charge, Claimants will have reasonable access to and copies of any Relevant Documents. Relevant Document means, any documentation that (i) was relied upon in making a benefit determination; (ii) was submitted, considered or generated in the course of making a benefit determination, without regard to whether it was relied upon in making the determination; (iii) demonstrates compliance with the Plan's administrative process; and (iv) constitutes a statement of policy or guidance with respect to the Plan concerning the Adverse Benefit Determination for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the Adverse Benefit Determination.
- c. the review will take into account all comments, documents, records and other information the Claimant submitted relating to the Claim, without regard to whether such information was submitted or considered in the initial Adverse Benefit Determination.
- d. the review will be conducted by an appropriate named fiduciary of AvMed who is neither the individual who made the initial Adverse Benefit Determination nor the subordinate of such individual. Such person will not defer to the initial Adverse Benefit Determination.
- e. in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, medication, or other item is Experimental or Investigational, or not Medically Necessary, the appropriate named fiduciary will consult with a Health Professional who has appropriate training and experience in the field of medicine relevant to the medical judgment.
- f. the review will provide for the identification of medical or vocational experts whose advice was obtained on behalf of AvMed in connection with a Claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the Adverse Benefit Determination.
- g. the review will provide that the Health Professional engaged for purposes of a consultation will be an individual who is neither an individual who was consulted in connection with the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.
- h. in the case of an Urgent Care Claim, there will be an expedited review process available, pursuant to which:
  - i. a request for an expedited appeal of an Adverse Benefit Determination may be submitted orally or in writing by the Claimant; and

- ii. all necessary information, including AvMed's benefit determination on review, will be transmitted between AvMed and the Claimant by telephone, facsimile or other available similarly expeditious methods.

13.6 **Manner and Content of Appeal Notification.** AvMed will provide a Claimant with written or electronic notification of its benefit determination upon review. In the case of an Adverse Benefit Determination, AvMed will notify both the Member and the Health Professional, and the notification will set forth all of the following as appropriate, in a manner calculated to be understood by the Claimant:

- a. the specific reasons for the Adverse Benefit Determination;
- b. reference to the specific Contract provisions on which the Adverse Benefit Determination is based;
- c. a statement that the Claimant is entitled to receive reasonable access to, and copies of, any Relevant Documents, upon request and free of charge;
- d. a statement describing any voluntary appeal procedures offered by AvMed and the Claimant's right to obtain information about such procedures, and a statement of the Claimant's right to bring an action under ERISA Section 502(a) when applicable;
- e. any internal rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination; or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge to the Claimant upon request;
- f. if the Adverse Benefit Determination is based on whether a treatment or service is Experimental or Investigational, or not Medically Necessary, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Contract to the Member's medical circumstances; or a statement that such explanation will be provided free of charge upon request.

13.7 **External Review.** In the event of a final internal Adverse Benefit Determination, a Claimant may be entitled to an external review of the Claim. This request must be submitted in writing on an External Review Request form within 120 days of receipt of the Adverse Benefit Determination. The external reviewer will render a recommendation within 45 calendar days unless the request meets expedited criteria, in which case it will be resolved in no later than 72 hours. The external reviewer's recommendation will be binding. The external reviewer will notify the Claimant of its decision in writing, and the Plan will take action as appropriate to comply with such recommendation. For detailed information about the external review process, please contact AvMed's Member Engagement Center.

13.8 **Remedies if Process "Deemed Exhausted"**

- a. If we continue to deny the payment, coverage, or service requested or you do not receive a timely decision, you may be able to request an external review of your Claim by an independent third-party, who will review the denial and issue a final decision. You may contact AvMed's Member Engagement Center at 1-800-882-8633 with any questions on your rights to external review. Please understand that if you want to be informed about the legal remedies that may be available to you and whether they are a better option for you than seeking independent external review, you should consult a lawyer of your choice. AvMed cannot provide you with legal advice. We can only explain the procedures for obtaining independent external review.
- b. If this Plan is subject to ERISA, please see the Addendum to this Group Medical and Hospital Service Contract. You also have the right to seek such legal remedies as may be available to you under ERISA Section 502 or state law.

#### **XIV. COORDINATION OF BENEFITS**

14.1 **How Coordination of Benefits (COB) Works.** The services and benefits provided under this Contract are not intended to and do not duplicate any benefit to which Members are entitled under any health plan, program or policy which may be subject to COB. The amount of our payment, if any,

when we coordinate benefits under this Part, is based on whether or not AvMed is the primary payer. When AvMed is not primary, our payment for Covered Services may be reduced so that total benefits under all your plans will not exceed 100% of the total reasonable expenses actually incurred for Covered Services. For purposes of this Part, in the event you receive Covered Services from an In-Network Provider, 'total reasonable expenses' will mean the amount we are obligated to pay to the provider pursuant to the applicable provider agreement we have with such provider, or if there is no such provider agreement, the amount we are obligated to pay the provider pursuant to state or federal law. When AvMed is not the primary payer, and the primary payer's payment exceeds AvMed's contracted amount, no payment will be made for such services.

#### 14.2 **Plans Subject to COB**

- a. Health plans, programs or policies which may be subject to COB include the following, which will be referred to as "plans" for purposes of this Part:
  - i. any group or non-group health insurance contract, HMO contract, or other forms of group or group-type coverage whether insured or uninsured;
  - ii. medical care components of long-term care contracts such as skilled nursing care, medical benefits under group or individual automobile contracts; and
  - iii. Medicare or any other governmental plan as permitted by law.

#### 14.3 **Member's Responsibilities to Avoid Duplication of Coverage.** You are responsible for providing us with written information concerning any other coverage you or your Covered Dependents may have. This information may be requested at the time of enrollment, by written correspondence annually thereafter or in connection with a specific Health Care Service you receive. Information should be provided within 30 days of a request. Information received after one year from the date of service will not be considered. **If we do not receive the information we request from you, we may deny your Claims and you will be responsible for payment of any expenses related to such denied Claims.**

#### 14.4 **Order of Benefit Determination.** If any covered person is eligible for services or benefits under two or more plans, any plan without a COB provision is automatically designated as the primary plan. When all applicable plans have COB provisions, the order of benefit determination will be as follows:

- a. Non-Dependent or Dependent. The plan that covers the person other than as a dependent (for example, as an employee, policyholder, Subscriber or retiree) is primary to the plan which covers the person as a dependent.
  - i. However, if the person is also a Medicare beneficiary, and if the rule established under the Social Security Act of 1965, as amended, makes Medicare secondary to the plan covering the person as a dependent of an active employee, a plan covering a person as an employee or subscriber is primary; a plan of an active worker covering a person as a dependent is secondary; and Medicare is last.
- b. Dependent Children Covered Under More Than One Plan
  - i. *Dependent children whose parents are not separated or divorced*
    - 1) the plan of the parent whose birthday, excluding year of birth, falls earlier in the year will be primary; or
    - 2) if both parents have the same birthday, excluding year of birth, the plan that has covered the parent the longest will be primary.
  - ii. *Dependent children whose parents are separated or divorced*
    - 1) if a parent with sole parental responsibility is not remarried, the plan of the parent with custody is primary;
    - 2) if a parent with sole parental responsibility has remarried, the plan of the parent with sole parental responsibility is primary; the step-parent's plan is secondary; and the plan of the parent without parental responsibility pays last; and
    - 3) regardless of which parent has sole parental responsibility, whenever a court order specifies that one parent is financially responsible for the child's health care expenses, the plan of that parent is primary.

- c. However, if a plan subject to the birthday rule as stated above coordinates with an out-of-state plan under which the plan covering a person as a dependent of a male is primary, and those covering the person as a dependent of a female are secondary and if, as a result, the plans do not agree on the order of benefits, the provisions of the other plan will determine the order of benefits.
- d. A plan covering a person as an employee who is neither laid off nor retired, or as that employee's dependent, is primary to a plan covering that person as a laid off or retired employee, or as that employee's dependent. If the other policy or plan is not subject to this rule, and if, as a result, the policies or plans do not agree on the order of benefits, this paragraph will not apply.
- e. If none of the rules in paragraphs a. through d. above determine the order of benefits, the benefits of the plan which covered an employee or subscriber the longest will be primary.
- f. If the other plan does not have rules that establish the same order of benefits as under this Contract, the benefits under the other plan will be determined primary to the benefits under this Contract.
- g. If an individual is covered under a COBRA continuation plan and also under another Group Health Insurance plan, the plan covering the person as an employee or as the employee's dependent will be primary to the plan covering the person as a former employee or as the former employee's dependent.
- h. We will not coordinate benefits against an indemnity-type policy, an excess insurance policy, a policy with coverage limited to specified illnesses or accidents, or a Medicare supplement policy.

**14.5 Medicare Secondary Payer Provisions.** Individuals are eligible for Medicare and can be covered under it because of age, disability or end stage renal disease (ESRD). Individuals are also eligible for Medicare even when not covered under it if they refused it, dropped it or did not make a proper request for it. When you are eligible for Medicare, AvMed coordinates your benefits under this plan with the benefits Medicare pays. If you are eligible but not covered under Medicare, we may coordinate your benefits under this Plan with the benefits Medicare would pay had you enrolled. If you become Medicare eligible while covered under the Plan, you should visit [www.medicare.gov](http://www.medicare.gov) or contact your local Social Security office to learn about your eligibility, coverage options, enrollment periods and necessary steps to follow to ensure that you have adequate coverage.

- a. If you are eligible for Medicare due to age, have group health coverage based on you or your spouse's current employment and the employer has 20 or more employees, the group health plan is primary and Medicare is secondary.
- b. If you are eligible for Medicare due to ESRD and have group health coverage based on you or your spouse's current employment, the group health plan is primary for the first 30 months beginning with the earlier of:
  - i. the month in which you became covered under Medicare Part A ESRD benefits; or
  - ii. the first month in which you would have been covered under Medicare Part A ESRD benefits if a timely application had been made.
  - iii. After 30 months, Medicare is primary and the group health plan is secondary.
- c. If you are eligible for Medicare due to a disability other than ESRD, have group health coverage based on you or a family member's current employment and the employer has:
  - i. 100 or more employees: the group health plan is primary and Medicare is secondary;
  - ii. less than 100 employees: Medicare is primary and the group health plan is secondary.
- d. If you are eligible for Medicare due to age and have retiree coverage, Medicare is primary and the group health plan (retiree coverage) is secondary.
- e. If you become covered under Medicare and are still eligible and covered under a group health plan, the employer may not offer, subsidize, procure or provide a Medicare supplement policy to you; nor may an employer persuade you to decline or terminate your coverage under the plan and elect Medicare as the primary payer.

- 14.6 **Right to Receive and Release Necessary Information.** For the purpose of determining the applicability and implementing the terms of the Coordination of Benefits provision of this Contract, AvMed may, without the consent of or notice to any person, plan or organization release to or obtain from any person, plan or organization any information, with respect to any Member or applicant for subscription, which AvMed deems to be necessary for such purposes.
- 14.7 **Facility of Payment.** Whenever payments which should have been made under this Plan have been made under any other plans, AvMed will have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts AvMed determines to be warranted in order to satisfy the intent of this provision, and amounts so paid will be deemed to be benefits paid under this Plan.
- 14.8 **Right of Recovery.** If the amount of the payments made by AvMed is more than it should have paid under the provisions of this Part, it may recover the excess from one or more of the persons it has paid, or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Member. The 'amount of the payments made' includes the reasonable cash value of any benefits provided in the form of services.

## **XV. SUBROGATION AND RIGHT OF RECOVERY**

- 15.1 **AvMed's Right of Subrogation and Recovery.** If AvMed provides health care benefits under this Contract for a Member for injuries or illness for which another party is or may be responsible, then AvMed retains the right to repayment of the full cost of all such benefits. AvMed's rights of recovery apply to any recoveries made by or on behalf of the Member from the following third-party sources, as allowed by law, including payments made by a third-party tortfeasor or any insurance company on behalf of the third-party tortfeasor; any payments or awards under an uninsured or underinsured motorist coverage policy; any worker's compensation or disability award or settlement; medical payments coverage under any automobile policy, premises or homeowners medical payments coverage or premises or homeowners insurance coverage; any other payments from a source intended to compensate a Member for injuries resulting from an accident or alleged negligence. For purposes of this Contract, a tortfeasor is any party who has committed injury, or wrongful act done willingly, negligently or in circumstances involving strict liability, but not including breach of contract for which a civil suit can be brought.
- 15.2 **Members Specifically Acknowledge AvMed's Right of Subrogation.** When AvMed provides health care benefits for injuries or illnesses for which a third-party is or may be responsible, AvMed will be subrogated to the Member's rights of recovery against any party to the extent of the full cost of all benefits provided by AvMed, to the fullest extent permitted by law. AvMed may proceed against any party with or without the Member's consent.
- 15.3 **Members Specifically Acknowledge AvMed's Right of Reimbursement.** This right of reimbursement attaches, to the fullest extent permitted by law, when AvMed has provided health care benefits for injuries or illness for which another party is or may be responsible and the Member or the Member's representative has recovered any amounts from the third party or any party making payments on the third party's behalf. By providing any benefit under this Contract, AvMed is granted an assignment of the proceeds of any settlement, judgment or other payment received by the Member to the extent of the full cost of all benefits provided by AvMed. AvMed's right of reimbursement is cumulative with and not exclusive of AvMed's subrogation right and AvMed may choose to exercise either or both rights of recovery.
- 15.4 **Assent for Member Notification.** Member and the Member's representatives further agree to:
- notify AvMed promptly and in writing when notice is given to any third-party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to injuries or illness sustained by the Member that may be the legal responsibility of a third-party; and
  - cooperate with AvMed and do whatever is necessary to secure AvMed's rights of subrogation and reimbursement under this Contract; and

- c. give AvMed a first-priority lien on any recovery, settlement or judgment or other source of compensation which may be had from a third-party to the extent of the full cost of all benefits provided by AvMed that are associated with injuries or illness for which a third-party is or may be responsible (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement); and
- d. pay, as the first priority, from any recovery, settlement or judgment or other source of compensation, any and all amounts due AvMed as reimbursement for the full cost of all benefits provided by AvMed that are associated with injuries or illness for which a third-party is or may be responsible (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement), unless otherwise agreed to by AvMed in writing; and
- e. do nothing to prejudice AvMed's rights as set forth above. This includes refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits, provided by AvMed.

15.5 **Recovery of Full Cost.** AvMed may recover the full cost of all benefits provided by AvMed under this Contract without regard to any claim of fault on the part of the Member, whether by comparative negligence or otherwise. No court costs or attorney fees may be deducted from AvMed's recovery without the prior express written consent of AvMed. In the event the Member or the Member's representative fails to cooperate with AvMed, the Member will be responsible for all benefits paid by AvMed in addition to costs and attorney's fees incurred by AvMed in obtaining repayment.

## **XVI. DISCLAIMER OF LIABILITY AND RELATIONSHIPS BETWEEN THE PARTIES**

### **16.1 Indemnity of Parties**

- a. Subscribing Group. Neither Subscribing Group nor its agents, servants or employees, nor any Member is the agent or representative of AvMed, and none of them will be liable for any acts or omissions of AvMed, its agents or employees, or of an in-network Hospital or Physician, or any other person or organization with which AvMed has made or hereafter will make arrangements for the performance of services under this Contract.
- b. Members. Members will not be liable to AvMed or In-Network Providers except as specifically set forth herein, provided all procedures set forth herein are followed.
- c. AvMed. Neither AvMed nor its agents, servants or employees is the agent or representative of the Subscribing Group, and none of them will be liable for any acts or omissions of Subscribing Group, its agents or employees, or any other person representing or acting on behalf of the Subscribing Group.

16.2 **Relationship of AvMed and In-Network Providers.** AvMed does not directly employ any practicing Physicians nor any Hospital personnel or Physicians. These Health Care Providers are independent contractors and are not the agents or employees of AvMed. AvMed will be deemed not to be a Health Care Provider with respect to any services performed or rendered by any such independent contractors. In-Network Providers maintain the Physician/patient relationship with Members and are solely responsible for all Health Care Services which In-Network Providers render to Members. Therefore, AvMed will not be liable for any negligent act or omission committed by any independent practicing Physicians, nurses or medical personnel, nor any Hospital or health care facility, its personnel, other Health Professionals or any of their employees or agents who may, from time to time, provide Health Care Services to a Member of AvMed. Furthermore, AvMed will not be vicariously liable for any negligent act or omission of any of these independent Health Professionals who treat a Member of AvMed.

16.3 **Member's Refusal of Procedures or Treatment.** Certain Members may, for personal reasons, refuse to accept procedures or treatment recommended by in-network Physicians. Physicians may regard such refusal to accept their recommendations as incompatible with the continuance of the Physician/patient relationship and as obstructing the provision of proper medical care, and the Physician may terminate his provider relationship with the Member. If a Member refuses to accept the medical treatment or procedure recommended by the in-network Physician and if, in the judgment of the in-network Physician, no professionally acceptable alternative exists or if an



alternative treatment does exist but is not recommended by the in-network Physician, the in-network Physician will advise the Member accordingly.

## **XVII. GENERAL PROVISIONS**

- 17.1 **Amendment.** The terms of coverage and benefits to be provided by us may be amended annually on this Contract's anniversary date, without your consent or the consent of any other person, upon 60 days prior written notice to the Subscribing Group. In the event the amendment is unacceptable to the Subscribing Group, the Subscribing Group may terminate this Contract upon at least ten days prior written notice to us. Any such amendment will be without prejudice to Claims filed with us and related to Covered Services prior to the date of such amendment. No agent or other person, except a duly authorized officer of AvMed, has the authority to modify the terms of this Contract, or to bind us in any manner not expressly described herein, including the making of any promise or representation, or by giving or receiving any information. The terms of coverage and benefits to be provided by us may not be amended by the Subscribing Group unless such amendment is evidenced in writing and signed by a duly authorized officer of AvMed.
- 17.2 **Assignment and Delegation.** Your rights and obligations arising hereunder may not be assigned, delegated or otherwise transferred by you without our written consent. We may assign our rights and coverage, or benefit obligations to our successor in interest or an affiliated entity without your consent at any time. Any assignment, delegation, or transfer made in violation of this provision will be void.
- 17.3 **Circumstances Not Reasonably Within the Control of AvMed.** In the event of circumstances not reasonably within the control of AvMed, including major disasters and under such circumstances as complete or partial destruction of facilities, an act of God, war, riot, civil insurrection, disability of a significant part of a Hospital or in-network medical personnel or similar causes, if the rendition of Health Care Services and Hospital services provided under this Contract is delayed or rendered impractical, neither AvMed, In-Network Providers, nor any Physician will have any liability or obligation on account of such delay or failure to provide services; however, AvMed will make a good faith effort to arrange for the timely provision of Covered Services during such event.
- 17.4 **Clerical Errors.** Clerical errors will neither deprive any individual Member of any benefits or coverage provided under this Group Contract nor will such errors act as authorization of benefits or coverage for the Member that is not otherwise validly in force.
- 17.5 **Compliance with Law.** The terms of coverage and benefits to be provided by us under this Contract will be deemed to have been modified by the parties, and will be interpreted so as to comply with applicable State of Florida and United States laws and regulations dealing with rates, benefits, eligibility, enrollment, termination, conversion, or other rights and duties of you, or AvMed.
- 17.6 **Confidentiality**
- a. Except as otherwise specifically provided herein, and except as may be required in order for us to administer coverage and benefits, specific medical information concerning you, received by providers, will be kept confidential by us in conformity with applicable law. Such information may be disclosed to third parties for use in connection with bona fide medical research and education, or as reasonably necessary in connection with the administration of coverage and benefits, specifically including our quality assurance and Care Management Programs. Additionally, we may disclose such information to entities affiliated with us or other persons or entities we utilize to assist in providing coverage, benefits or services under this Contract. Further, any documents or information properly subpoenaed in a judicial proceeding, or by order of a regulatory agency, will not be subject to this provision.
  - b. Our arrangements with a provider may require that we release certain Claims and medical information about persons covered under this Contract to that provider even if treatment has not been sought by or through that provider. By accepting coverage, you hereby authorize us to release to providers Claims information, including related medical information, pertaining to you in order for any such provider to evaluate your financial responsibility under this Contract.

- 17.7 **Contracting Parties.** By executing this Contract, Subscribing Group and AvMed agree to make the Health Care Services and Hospital services specified herein available to persons who are eligible under the provisions of Part III. ELIGIBILITY FOR COVERAGE. Subscribing Group hereby represents that it has met the non-discrimination testing requirements under U.S. Code Section 105(h). The delivery of benefits and services covered in this Contract will be subject to the provisions, Limitations and Exclusions set forth herein and any amendments, modifications and Contract termination provisions specified herein, and by the mutual agreement between AvMed and Subscribing Group, without the consent or concurrence of the Members. By electing or accepting Health Care Services and Hospital or other benefits hereunder, all Members legally capable of contracting and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.
- 17.8 **Contract Review by Subscribing Group.** The Subscribing Group may, if this Contract is not satisfactory for any reason, return this Contract within three days after receipt and receive a full refund of the deposit paid, if any, unless the services of AvMed were utilized during the three days. If this Contract is not returned within three days after receipt, then this Contract will be deemed to have been accepted.
- 17.9 **Cooperation Required of You and Your Covered Dependents.** You must cooperate with us, and must execute and submit to us any consents, releases, assignments, and other documents we may request in order to administer and exercise our rights hereunder. Failure to do so may result in the denial of Claims and will constitute grounds for termination of coverage for cause, by us, as set forth in Part V. TERMINATION.
- 17.10 **Eligibility Requirements Control.** The eligibility requirements set forth herein will at all times control and no coverage contrary thereto will be effective. Coverage will not be implied due to clerical or administrative errors if such coverage would be contrary to Part III.
- 17.11 **Entire Agreement.** This Contract, including the Group Master Application and any enrollment forms, schedules and amendments, sets forth the exclusive and entire understanding and agreement between you and AvMed and will be binding upon Subscribing Group, all Members, AvMed, and any of their subsidiaries, affiliates, successors, heirs, and permitted assignees. All prior negotiations, agreements, and understandings are superseded hereby.
- 17.12 **Evidence of Coverage.** You have been provided with this Contract as evidence of coverage.
- 17.13 **ERISA.** When this Contract is purchased by the Subscribing Group to provide benefits under a welfare plan governed by ERISA, AvMed will be considered a fiduciary to the extent that it performs any discretionary functions on behalf of the Plan. If a Member has questions about the group's welfare plan, the Member should contact the Subscribing Group.
- 17.14 **Florida Agency for Health Care Administration (AHCA) Performance Outcome and Financial Data.** The performance outcome and financial data published by AHCA, pursuant to Section 408.05, *Florida Statutes*, or any successor statute, located at the website address may be accessed through the link provided on AvMed's website at [www.avmed.org](http://www.avmed.org).
- 17.15 **Identification Cards.** Cards issued by AvMed to Members pursuant to this Contract are for purposes of identification only. Possession of an AvMed Identification Card confers no right to Health Care Services or other benefits under this Contract. To be entitled to such services or benefits the holder of the card must be, in fact, a Member on whose behalf all applicable Premiums under this Contract have actually been paid and accepted by AvMed. Please carry your Identification Card with you at all times, and present it before Covered Services are rendered. If your Identification Card is missing, lost, or stolen, contact AvMed's Member Engagement Center at 1-800-882-8633, or visit AvMed's website at [www.avmed.org](http://www.avmed.org). Member Identification Cards are AvMed's property and, upon request, will be returned to AvMed within 30 days of the termination of your coverage.
- 17.16 **Membership Application.** Members or applicants for membership will complete and submit to AvMed such applications or other forms or statements as AvMed may reasonably request. If a Member or applicant fails to provide accurate information which AvMed deems material then, upon ten days written notice, AvMed may deny membership to such individual. Any person who

knowingly and with intent to injure, defraud or deceive any insurer files a statement of Claim or an application containing any false, incomplete or misleading information is guilty of a felony, punishable as provided by *Florida Statutes*.

- 17.17 **Minimum Enrollment Requirement.** This Contract, at the sole option of AvMed, will not be accepted if at the time of the renewal offering to the Subscribing Group the total enrollment does not result in a predetermined minimum enrollment as established by AvMed, pursuant to Florida law. The required minimum group enrollment is included in the Rate Letter (as defined in this Part) furnished to the Subscribing Group.
- 17.18 **Misrepresentation of Material Fact by Party Applying for Coverage.** Time limit on certain defenses: Fraudulent or intentional misrepresentation of material facts made by the applicant, Subscriber, or Covered Dependents which are discovered by AvMed within two years of the issue date of the Contract may prevent payment of benefits under this Contract and may void this Contract for the individual making the misrepresentation or fraudulent statement. Fraudulent misstatements discovered by AvMed at any time, may result in this Contract being voided or Claims being denied for the individual about whom the fraudulent misstatement is made.
- 17.19 **Misstatement of Age, Residence or Tobacco Use.** If any written information has been misstated by you, upon 30 days' notice from AvMed, the Premium amount owed under this Contract will be what the Premium would have been had the correct information been provided to AvMed. If such misstatement causes us to accept Premiums for a time period during which we would not have accepted Premiums if the correct information had been stated, our only liability will be the return of any unearned Premium. We will not provide any coverage for that time period. This right is in addition to any other rights we may have under this Contract and applicable laws.
- 17.20 **Modification of AvMed Provider Network and Participation Status.** The AvMed Choice Plan provider network and the participation status of individual providers available under this Contract are subject to change at any time without prior notice to you or your approval. Additionally, we may at any time terminate or modify the terms of any provider contract, and may enter into additional provider contracts, without prior notice to or approval by you. It is your responsibility to determine whether a Health Care Provider is an In-Network Provider at the time the Health Care Service is rendered.
- 17.21 **Non-Waiver.** Any failure by us at any time, or from time to time, to enforce or to require the strict adherence to any of the terms or conditions described herein, will in no event constitute a waiver of any such terms or conditions. Further, it will not affect our right at any time to enforce or avail ourselves of any such remedies as we may be entitled to under applicable law or this Contract.
- 17.22 **Notices.** Any notice required or permitted hereunder will be deemed given if hand delivered or if mailed by the United States Postal Service, postage prepaid, and addressed as listed below. Such notice will be deemed effective as of the date delivered or so deposited in the mail.
- a. If to us:  
To the address printed on the AvMed Identification Card.
  - b. If to you:  
To the latest address provided by you according to our records or to the Member's latest address on enrollment forms actually delivered to us.
  - c. If to Subscribing Group:  
To the address provided in the Group Master Application.
- 17.23 **Plan Administration.** AvMed may from time to time adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Contract.
- 17.24 **Premium Tax/Surcharge.** If any government entity will impose a Premium tax or surcharge, then upon 30 days' notice from AvMed, the sums due from the Subscribing Group under the terms of this Contract will be increased by the amount of such Premium tax or surcharge.
- 17.25 **Promissory Estoppel.** No oral statements, representations, or understanding by any person can change, alter, delete, add, or otherwise modify the express written terms of this Contract.

- 17.26 **Rate Letter.** The term 'Rate Letter' refers to a compilation of documents which constitute AvMed's formal notice to the Subscribing Group of: (i) the Premium rates applicable to the Subscribing Group, (ii) the conditions under which the rates are valid, (iii) the Premium payment terms and due dates, and (iv) the additional charge which will apply to all late Premium payments. AvMed reserves the right to adjust (re-rate) the Premium rates to account for material changes in group size or in the data supplied by the Subscribing Group to AvMed.
- 17.27 **Right to Receive Necessary Information.** We have the right to receive, from you and any Health Care Provider rendering services to you, information that is reasonably necessary, as determined by us, in order to administer the coverage and benefits we provide, subject to all applicable confidentiality requirements listed above. By accepting coverage, you authorize every Health Care Provider who renders services to you, to disclose to us or to entities affiliated with us, upon request, all facts, records, and reports pertaining to your care, treatment, and physical or mental Condition, and to permit us to copy any such records and reports so obtained.
- 17.28 **Third-Party Beneficiary.** This Contract was issued by AvMed to the Subscriber, and was entered into solely and specifically for the benefit of AvMed and the Subscriber. The terms and provisions of the Contract will be binding solely upon, and inure solely to the benefit of, AvMed and the Subscriber, and no other person will have any rights, interest or claims hereunder, or be entitled to sue for a breach hereof as a third-party beneficiary or otherwise. AvMed and the Subscriber hereby specifically express their intent that Health Care Providers that have not entered into contracts with AvMed to render the professional Health Care Services set forth herein will not be third-party beneficiaries under this Contract.

## Addendum to the AvMed Group Medical and Hospital Service Contract

This addendum together with the benefits provisions of the AvMed Group Medical and Hospital Service Contract (the "Contract") and the other attached documents constitute the summary plan description for this portion of your Subscribing Group's Welfare and/or Benefit Plan (the "Plan"). To the extent there are any inconsistencies between the provisions of this Addendum and the provisions of the Contract, the terms and provisions of this Addendum will govern. The official Plan document contains the full Plan details. This document does not create a contract of employment between the Subscribing Group and any employee. The Subscribing Group reserves the right to discontinue, amend or replace this Plan at its discretion at any time for any reason. If you have further questions about the Plan or would like a complete copy of the Plan document, contact your human resources representative.

### **Statement of ERISA Rights**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series), if any, and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5599, if any is required by ERISA to be prepared, in which case, the Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan (pension/welfare) benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a (pension/welfare) benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500) from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a

federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory), or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

|                                                |                                                                                                            |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Official Plan Name:</b>                     | City of Opa Locka                                                                                          |
| <b>Plan Sponsor:</b>                           | City of Opa Locka<br>3400 NW 135th St Bldg B<br>Opa Locka, FL 33054-4708                                   |
| <b>Plan Administrator:</b>                     | City of Opa Locka<br>3400 NW 135th St Bldg B<br>Opa Locka, FL 33054-4708                                   |
| <b>Claims Administrator:</b>                   | AvMed Inc.<br>9400 S Dadeland Blvd.<br>Miami, FL 33156                                                     |
| <b>Plan Year:</b>                              | 2021                                                                                                       |
| <b>Effective Date of Plan:</b>                 | 10/1/2021                                                                                                  |
| <b>Employer Identification Number:</b>         | 59-6000394                                                                                                 |
| <b>Plan Type:</b>                              | Fully-insured welfare benefit plan: POS                                                                    |
| <b>Sources of Funding for the Plan:</b>        | Benefits under the plan are provided through a fully-insured contract with AvMed Inc.                      |
| <b>Sources of Contribution:</b>                | Employer and Employee contributions. The amount of the contributions are determined by Plan Administrator. |
| <b>ERISA Plan No:</b>                          | 501                                                                                                        |
| <b>Agent for Service of Legal Process:</b>     | Steven M. Ziegler<br>4300 NW 89th Blvd.<br>Gainsville, FL 32606                                            |
| <b>Organization that Provides the Benefit:</b> | AvMed Inc.<br>9400 S Dadeland Blvd.<br>Miami, FL 33156                                                     |



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a **summary**. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-88-AVMED (1-800-882-8633) or visit [www.avmed.org](http://www.avmed.org). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms see the Glossary. You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-88-AVMED (1-800-882-8633) to request a copy.

| Important Questions                                                             | Answers                                                                                                                                                                                                                                                                                                                                                                              | Why This Matters:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What is the overall <a href="#">deductible</a> ?                                | In-Network: <b>\$2,500</b> individual / <b>\$5,000</b> family<br>PHCS <a href="#">Network</a> (outside AvMed service area):<br><b>\$2,500</b> individual / <b>\$5,000</b> family<br>Out-of-Network: <b>\$7,500</b> individual / <b>\$15,000</b> family<br>Accumulates across all benefit levels.                                                                                     | Generally, you must pay all of the costs from providers up to the <b><a href="#">deductible</a></b> amount before this <a href="#">plan</a> begins to pay. If you have other family members on the <a href="#">plan</a> , each family member must meet their own individual <b><a href="#">deductible</a></b> until the total amount of <b><a href="#">deductible</a></b> expenses paid by all family members meets the overall family <b><a href="#">deductible</a></b> .                                                                                                                                                                               |
| Are there services covered before you meet your <a href="#">deductible</a> ?    | Yes. <a href="#">Preventive care</a> , office visits, certain lab tests, diagnostic tests and imaging at independent facilities, certain <a href="#">prescription drugs</a> , <a href="#">urgent and emergent care</a> , and certain recovery services, e.g., <a href="#">habilitation and rehabilitation services</a> are covered before you meet your <a href="#">deductible</a> . | This <a href="#">plan</a> covers some items and services even if you haven't yet met the <b><a href="#">deductible</a></b> amount. But a <a href="#">copayment</a> or <a href="#">coinsurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without <a href="#">cost-sharing</a> and before you meet your <b><a href="#">deductible</a></b> . See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .                                        |
| Are there other <a href="#">deductibles</a> for specific services?              | Yes. <b>\$500</b> individual / <b>\$1,000</b> family for <a href="#">prescription drugs</a> .<br>There are no other specific <a href="#">deductibles</a> .                                                                                                                                                                                                                           | You must pay all of the costs for these services up to the specific <b><a href="#">deductible</a></b> amount before this <a href="#">plan</a> begins to pay for these services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a> ? | In-Network: <b>\$6,500</b> individual / <b>\$13,000</b> family<br>PHCS <a href="#">Network</a> (outside AvMed service area):<br><b>\$6,500</b> individual / <b>\$13,000</b> family<br>Out-of-Network: <b>\$19,500</b> individual / <b>\$39,000</b> family<br>Accumulates across all benefit levels.                                                                                  | The <b><a href="#">out-of-pocket limit</a></b> is the most you could pay in a year for covered services. If you have other family members in this <a href="#">plan</a> , they have to meet their own <b><a href="#">out-of-pocket limits</a></b> until the overall family <b><a href="#">out-of-pocket limit</a></b> has been met.                                                                                                                                                                                                                                                                                                                       |
| What is not included in the <a href="#">out-of-pocket limit</a> ?               | <a href="#">Premiums</a> , <a href="#">prescription drug</a> brand additional charges and manufacturer assistance, <a href="#">balance billing</a> charges, and health care this <a href="#">plan</a> doesn't cover.                                                                                                                                                                 | Even though you pay these expenses, they don't count toward the <b><a href="#">out-of-pocket limit</a></b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Will you pay less if you use a <a href="#">network provider</a> ?               | Yes. See <a href="http://www.avmed.org">www.avmed.org</a> or call 1-800-88-AVMED (1-800-882-8633) for a list of <a href="#">network providers</a> .                                                                                                                                                                                                                                  | This <a href="#">plan</a> uses a <a href="#">provider network</a> . You will pay less if you use a <a href="#">provider</a> in the <a href="#">plan's network</a> . You will pay the most if you use an <a href="#">out-of-network provider</a> , and you might receive a bill from a <a href="#">provider</a> for the difference between the provider's charge and what your <a href="#">plan</a> pays ( <a href="#">balance billing</a> ). Be aware your <a href="#">network provider</a> might use an <a href="#">out-of-network provider</a> for some services (such as lab work). Check with your <a href="#">provider</a> before you get services. |

| Important Questions                                                          | Answers | Why This Matters:                                                                          |
|------------------------------------------------------------------------------|---------|--------------------------------------------------------------------------------------------|
| Do you need a <a href="#">referral</a> to see a <a href="#">specialist</a> ? | No.     | You can see the <a href="#">specialist</a> you choose without a <a href="#">referral</a> . |



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

| Common Medical Event                                                   | Services You May Need                                  | What You Will Pay                                                                                                                                        |                                                                                                                                                          |                                                    | Limitations, Exceptions, & Other Important Information                                                                                                      |
|------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                        |                                                        | an In-Network Provider (You will pay the least)                                                                                                          | a PHCS Network Provider (outside AvMed service area) (You will pay more than Tier A)                                                                     | an Out of Network Provider (You will pay the most) |                                                                                                                                                             |
| If you visit a health care <a href="#">provider's</a> office or clinic | Primary care visit to treat an injury or illness       | \$25 copay/ visit                                                                                                                                        | \$25 copay/ visit                                                                                                                                        | 40% coinsurance after deductible                   | Additional charges may apply for non-preventive services performed in the Physician's office.                                                               |
|                                                                        | <a href="#">Specialist</a> visit                       | \$50 copay/ visit                                                                                                                                        | \$50 copay/ visit                                                                                                                                        | 40% coinsurance after deductible                   | Additional charges may apply for non-preventive services performed in the Physician's office.                                                               |
|                                                                        | <a href="#">Preventive care/screening/immunization</a> | No Charge                                                                                                                                                | No Charge                                                                                                                                                | 40% coinsurance after deductible                   | You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for. |
| If you have a test                                                     | <a href="#">Diagnostic test</a> (x-ray, blood work)    | \$50 copay/ visit at independent facilities; \$100 copay/ visit at hospital-owned or affiliated facilities; no charge for lab work at participating labs | \$50 copay/ visit at independent facilities; \$100 copay/ visit at hospital-owned or affiliated facilities; no charge for lab work at participating labs | 40% coinsurance after deductible                   | Charges for office visits may apply if services are performed in a Physician's office. Charges for certain other labs and Specialty labs will be higher.    |
|                                                                        | Imaging (CT/PET scans, MRIs)                           | \$200 copay/ visit at independent facilities; \$400 copay/ visit after deductible at hospital-owned or affiliated facilities                             | \$200 copay/ visit at independent facilities; \$400 copay/ visit after deductible at hospital-owned or affiliated facilities                             | 40% coinsurance after deductible                   | Charges for office visits or Physician/professional services may also apply depending where services are received.                                          |

| Common Medical Event                                                                                                                                                                                                 | Services You May Need                          | What You Will Pay                                                         |                                                                                      |                                                    | Limitations, Exceptions, & Other Important Information                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                      |                                                | an In-Network Provider (You will pay the least)                           | a PHCS Network Provider (outside AvMed service area) (You will pay more than Tier A) | an Out of Network Provider (You will pay the most) |                                                                                                                                                                                                                                                                                                                                                                 |
| <b>If you need drugs to treat your illness or condition</b><br>More information about <a href="http://www.avmed.org">prescription drug coverage</a> is available at <a href="http://www.avmed.org">www.avmed.org</a> | Value generic drugs (Tier 1)                   | \$10 copay/prescription (retail); \$25 copay/prescription (mail order)    | Not Covered                                                                          | Not Covered                                        | Retail charge applies per 30-day supply.<br><br>Generic & brand drugs: covers up to a 90-day supply at retail pharmacies and a 60-90 day supply via mail order.<br><br>Certain drugs in all tiers require prior authorization.<br><br>Brand additional charges may apply.<br><br>Specialty drugs available in 30-day supply only; not available via mail order. |
|                                                                                                                                                                                                                      | Generic drugs (Tier 2)                         | \$25 copay/prescription (retail); \$62.50 copay/prescription (mail order) | Not Covered                                                                          | Not Covered                                        |                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                      | Preferred brand drugs (Tier 3)                 | \$50 copay/prescription (retail); \$125 copay/prescription (mail order)   | Not Covered                                                                          | Not Covered                                        |                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                      | Non-Preferred brand drugs (Tier 4)             | \$100 copay/prescription (retail); \$250 copay/prescription (mail order)  | Not Covered                                                                          | Not Covered                                        |                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                      | Specialty drugs (Tier 5)                       | 30% coinsurance after RX deductible (retail only)                         | Not Covered                                                                          | Not Covered                                        |                                                                                                                                                                                                                                                                                                                                                                 |
| <b>If you have outpatient surgery</b>                                                                                                                                                                                | Facility fee (e.g., ambulatory surgery center) | 10% coinsurance after deductible                                          | 10% coinsurance after deductible                                                     | 40% coinsurance after deductible                   | Prior authorization required.                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                      | Physician/surgeon fees                         | 10% coinsurance after deductible                                          | 10% coinsurance after deductible                                                     | 40% coinsurance after deductible                   | Prior authorization required.                                                                                                                                                                                                                                                                                                                                   |

| Common Medical Event                                                      | Services You May Need                            | What You Will Pay                                                                |                                                                                      |                                                                              | Limitations, Exceptions, & Other Important Information                                                                                                         |
|---------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                           |                                                  | an In-Network Provider (You will pay the least)                                  | a PHCS Network Provider (outside AvMed service area) (You will pay more than Tier A) | an Out of Network Provider (You will pay the most)                           |                                                                                                                                                                |
| If you need immediate medical attention                                   | <a href="#">Emergency room care</a>              | \$350 copay/ visit                                                               | \$350 copay/ visit                                                                   | \$350 copay/ visit                                                           | AvMed must be notified within 24-hours of inpatient admission following emergency services, or as soon as reasonably possible. Charges are waived if admitted. |
|                                                                           | <a href="#">Emergency medical transportation</a> | \$150 copay/ one way ground transport                                            | \$150 copay/ one way ground transport                                                | \$150 copay/ one way ground transport                                        | 50% coinsurance after In-Network deductible for air and water transportation.                                                                                  |
|                                                                           | <a href="#">Urgent care</a>                      | \$75 copay/ visit at urgent care facilities; \$25 copay/ visit at retail clinics | \$75 copay/ visit at urgent care facilities; \$25 copay/ visit at retail clinics     | 40% coinsurance after deductible at urgent care facilities or retail clinics | -----None-----                                                                                                                                                 |
| If you have a hospital stay                                               | Facility fee (e.g., hospital room)               | 10% coinsurance after deductible                                                 | 10% coinsurance after deductible                                                     | 40% coinsurance after deductible                                             | Prior authorization required.                                                                                                                                  |
|                                                                           | Physician/surgeon fees                           | 10% coinsurance after deductible                                                 | 10% coinsurance after deductible                                                     | 40% coinsurance after deductible                                             | Prior authorization required.                                                                                                                                  |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services                              | \$25 copay/ visit                                                                | \$25 copay/ visit                                                                    | 40% coinsurance after deductible                                             | Prior authorization may be required.                                                                                                                           |
|                                                                           | Inpatient services                               | 10% coinsurance after deductible                                                 | 10% coinsurance after deductible                                                     | 40% coinsurance after deductible                                             | Prior authorization may be required.                                                                                                                           |

| Common Medical Event | Services You May Need                     | What You Will Pay                                                                    |                                                                                      |                                                    | Limitations, Exceptions, & Other Important Information                                           |
|----------------------|-------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------------------------------------------|
|                      |                                           | an In-Network Provider (You will pay the least)                                      | a PHCS Network Provider (outside AvMed service area) (You will pay more than Tier A) | an Out of Network Provider (You will pay the most) |                                                                                                  |
| If you are pregnant  | Office visits                             | Routine OB & midwife: \$25 copay/ 1st visit only; subsequent visits at no charge     | Routine OB & midwife: \$25 copay/ 1st visit only; subsequent visits at no charge     | 40% coinsurance after deductible                   | -----None-----                                                                                   |
|                      | Childbirth/delivery professional services | 10% coinsurance after deductible                                                     | 10% coinsurance after deductible                                                     | 40% coinsurance after deductible                   | Maternity care may include tests and services described elsewhere in the SBC (e.g., ultrasound). |
|                      | Childbirth/delivery facility services     | Hospital stay: 10% coinsurance after deductible; Birthing center: same as routine OB | Hospital stay: 10% coinsurance after deductible; Birthing center: same as routine OB | 40% coinsurance after deductible                   | Prior authorization required.                                                                    |



| Common Medical Event                                           | Services You May Need                     | What You Will Pay                                                                                                                                                             |                                                                                                                                                                               |                                                    | Limitations, Exceptions, & Other Important Information                                                                                                                                                        |
|----------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                |                                           | an In-Network Provider (You will pay the least)                                                                                                                               | a PHCS Network Provider (outside AvMed service area) (You will pay more than Tier A)                                                                                          | an Out of Network Provider (You will pay the most) |                                                                                                                                                                                                               |
| If you need help recovering or have other special health needs | <a href="#">Home health care</a>          | \$50 copay/ visit after deductible                                                                                                                                            | \$50 copay/ visit after deductible                                                                                                                                            | 40% coinsurance after deductible                   | Limited to 20 skilled visits per calendar year. Approved treatment plan required.                                                                                                                             |
|                                                                | <a href="#">Rehabilitation services</a>   | \$50 copay/ visit at independent facilities;<br>\$50 copay/ visit after deductible at hospital-owned or affiliated facilities;<br>\$25 copay/ visit for chiropractic services | \$50 copay/ visit at independent facilities;<br>\$50 copay/ visit after deductible at hospital-owned or affiliated facilities;<br>\$25 copay/ visit for chiropractic services | 40% coinsurance after deductible                   | Limited to 35 visits per calendar year for rehabilitative outpatient PT, OT, ST, cardiac rehab, pulmonary rehab, and chiropractic services combined. Cardiac and pulmonary rehab require prior authorization. |
|                                                                | <a href="#">Habilitation services</a>     | \$50 copay/ visit                                                                                                                                                             | \$50 copay/ visit                                                                                                                                                             | 40% coinsurance after deductible                   | Habilitative PT, OT, and ST, when provided for the treatment of autism spectrum disorder and Down syndrome, are limited to a combined maximum of 100 visits per calendar year.                                |
|                                                                | <a href="#">Skilled nursing care</a>      | \$250 copay/ day for the first 5 days per admission after deductible                                                                                                          | \$250 copay/ day for the first 5 days per admission after deductible                                                                                                          | 40% coinsurance after deductible                   | Limited to 60 days post-hospitalization care per calendar year. Prior authorization required.                                                                                                                 |
|                                                                | <a href="#">Durable medical equipment</a> | \$250 copay/ episode of illness                                                                                                                                               | \$250 copay/ episode of illness                                                                                                                                               | 40% coinsurance after deductible                   | Excludes vehicle modifications, home modifications, exercise equipment, and bathroom equipment.                                                                                                               |
|                                                                | <a href="#">Hospice services</a>          | No charge after deductible                                                                                                                                                    | No charge after deductible                                                                                                                                                    | 40% coinsurance after deductible                   | Physician certification required.                                                                                                                                                                             |
| If your child needs dental or eye care                         | Children's eye exam                       | \$35 copay/ exam                                                                                                                                                              | \$35 copay/ exam                                                                                                                                                              | 40% coinsurance after deductible                   | Limited to one eye exam per calendar year to determine the need for sight correction.                                                                                                                         |
|                                                                | Children's glasses                        | Not Covered                                                                                                                                                                   | Not Covered                                                                                                                                                                   | Not Covered                                        | -----None-----                                                                                                                                                                                                |
|                                                                | Children's dental check-up                | Not Covered                                                                                                                                                                   | Not Covered                                                                                                                                                                   | Not Covered                                        | -----None-----                                                                                                                                                                                                |

## Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- |                         |                                                      |                            |
|-------------------------|------------------------------------------------------|----------------------------|
| • Acupuncture           | • Dental Care (Adult)                                | • Private-Duty Nursing     |
| • Bariatric Surgery     | • Hearing Aids                                       | • Routine Eye Care (Adult) |
| • Child Dental Check Up | • Infertility Treatment                              | • Routine Foot Care        |
| • Child Glasses         | • Long-Term Care                                     | • Weight Loss Programs     |
| • Cosmetic Surgery      | • Non-Emergency Care When Traveling Outside the U.S. |                            |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Chiropractic Care

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Florida Office of Insurance Regulation at 1-877-693-5236 or [www.flair.com/consumers](http://www.flair.com/consumers), the U.S. Department of Labor, Employee Benefits Security Administration, at 1-866-444-3272 or [www.dol.gov/ebsa/contactEBSA/consumerassistance.html](http://www.dol.gov/ebsa/contactEBSA/consumerassistance.html), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact AvMed's Member Engagement Center at 1-800-882-8633. For plans subject to ERISA, you may also contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Florida Department of Financial Services, Division of Consumer Services, at 1-877-693-5236 or [www.flair.com/consumers](http://www.flair.com/consumers).

**Does this plan provide Minimum Essential Coverage? Yes.**

**Minimum Essential Coverage** generally includes plans, health insurance available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of **Minimum Essential Coverage**, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes.**

If your [plan](#) doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a [plan](#) through the [Marketplace](#).

## Language Access Services:

Para obtener asistencia en Español, llame al 1-800-882-8633.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

| Peg is Having a Baby<br>(9 months of in-network pre-natal care and a hospital delivery)                                                                                                                                                                                                          |                 | Managing Joe's type 2 Diabetes<br>(a year of routine in-network care of a well-controlled condition)                                                                                                                                                   |                | Mia's Simple Fracture<br>(in-network emergency room visit and follow up care)                                                                                                                                                                              |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| ■ The plan's overall deductible                                                                                                                                                                                                                                                                  | \$2,500         | ■ The plan's overall deductible                                                                                                                                                                                                                        | \$2,500        | ■ The plan's overall deductible                                                                                                                                                                                                                            | \$2,500        |
| ■ Specialist copayment                                                                                                                                                                                                                                                                           | \$50            | ■ Specialist copayment                                                                                                                                                                                                                                 | \$50           | ■ Specialist copayment                                                                                                                                                                                                                                     | \$50           |
| ■ Hospital (facility) coinsurance                                                                                                                                                                                                                                                                | 10%             | ■ Hospital (facility) coinsurance                                                                                                                                                                                                                      | 10%            | ■ Hospital (facility) coinsurance                                                                                                                                                                                                                          | 10%            |
| ■ Other coinsurance                                                                                                                                                                                                                                                                              | 10%             | ■ Other coinsurance                                                                                                                                                                                                                                    | 10%            | ■ Other coinsurance                                                                                                                                                                                                                                        | 10%            |
| <b>This EXAMPLE event includes services like:</b><br>Specialist office visits ( <i>prenatal care</i> )<br>Childbirth/delivery professional services<br>Childbirth/delivery facility services<br>Diagnostic tests ( <i>ultrasounds and blood work</i> )<br>Specialist visit ( <i>anesthesia</i> ) |                 | <b>This EXAMPLE event includes services like:</b><br>Primary care physician office visits ( <i>including disease education</i> )<br>Diagnostic tests ( <i>blood work</i> )<br>Prescription drugs<br>Durable medical equipment ( <i>glucose meter</i> ) |                | <b>This EXAMPLE event includes services like:</b><br>Emergency room care ( <i>including medical supplies</i> )<br>Diagnostic test ( <i>x-ray</i> )<br>Durable medical equipment ( <i>crutches</i> )<br>Rehabilitation services ( <i>physical therapy</i> ) |                |
| <b>Total Example Cost</b>                                                                                                                                                                                                                                                                        | <b>\$12,700</b> | <b>Total Example Cost</b>                                                                                                                                                                                                                              | <b>\$5,600</b> | <b>Total Example Cost</b>                                                                                                                                                                                                                                  | <b>\$2,800</b> |
| <b>In this example, Peg would pay:</b>                                                                                                                                                                                                                                                           |                 | <b>In this example, Joe would pay:</b>                                                                                                                                                                                                                 |                | <b>In this example, Mia would pay:</b>                                                                                                                                                                                                                     |                |
| <i>Cost Sharing</i>                                                                                                                                                                                                                                                                              |                 | <i>Cost Sharing</i>                                                                                                                                                                                                                                    |                | <i>Cost Sharing</i>                                                                                                                                                                                                                                        |                |
| Deductibles*                                                                                                                                                                                                                                                                                     | \$2,500         | Deductibles*                                                                                                                                                                                                                                           | \$0            | Deductibles*                                                                                                                                                                                                                                               | \$40           |
| Copayments                                                                                                                                                                                                                                                                                       | \$100           | Copayments                                                                                                                                                                                                                                             | \$2,000        | Copayments                                                                                                                                                                                                                                                 | \$1,400        |
| Coinsurance                                                                                                                                                                                                                                                                                      | \$600           | Coinsurance                                                                                                                                                                                                                                            | \$0            | Coinsurance                                                                                                                                                                                                                                                | \$0            |
| <i>What isn't covered</i>                                                                                                                                                                                                                                                                        |                 | <i>What isn't covered</i>                                                                                                                                                                                                                              |                | <i>What isn't covered</i>                                                                                                                                                                                                                                  |                |
| Limits or exclusions                                                                                                                                                                                                                                                                             | \$60            | Limits or exclusions                                                                                                                                                                                                                                   | \$20           | Limits or exclusions                                                                                                                                                                                                                                       | \$0            |
| <b>The total Peg would pay is</b>                                                                                                                                                                                                                                                                | <b>\$3,260</b>  | <b>The total Joe would pay is</b>                                                                                                                                                                                                                      | <b>\$2,020</b> | <b>The total Mia would pay is</b>                                                                                                                                                                                                                          | <b>\$1,440</b> |

This [plan](#) has other [deductibles](#) for specific services included in this coverage example. See "Are there other [deductibles](#) for specific services?" row above."

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

# Prescription Medication Benefits



\$10 / \$25 / \$50 / \$100 / 30% AD

## DEFINITIONS

**Brand Medication** means a Prescription Medication that is usually manufactured and sold under a name or trademark by a pharmaceutical manufacturer or a medication that is identified as a Brand Medication by AvMed. AvMed delegates determination of Generic/Brand status to AvMed's Pharmacy Benefits Manager.

**Brand Additional Charge** means the additional charge that must be paid if you choose a Brand Medication when a Generic equivalent is available. The charge is the difference between the cost of the Brand Medication and the Generic Medication. This charge must be paid in addition to the Non-preferred Brand cost-sharing. However, if the prescribing Physician or other Participating Provider authorized to prescribe medications within the scope of his or her license indicates on the prescription "Brand Medically Necessary" or "dispense as written" for a medication for which there is a Generic equivalent, the Brand Medication shall be dispensed for the applicable Non-preferred Brand cost-sharing only. The Brand Additional Charge does not apply toward the Deductible or the Out-of-Pocket Maximum.

**Dental-specific Medication** is medication used for dental-specific purposes, including but not limited to fluoride medications and medications packaged and labeled for dental-specific purposes.

**Formulary List** means the listing of Preferred and Non-preferred Medications as determined by AvMed's Pharmacy and Therapeutics Committee based on clinical efficacy, relative safety and cost in comparison to similar medications within a therapeutic class. This multi-tiered list establishes different levels of cost-sharing for medications within therapeutic classes. As new medications become available, they may be considered excluded until they have been reviewed by AvMed's Pharmacy and Therapeutics Committee. Specific medications on the Formulary List and their placement in a given therapeutic class are subject to change at any time without prior notice to you or your approval. It is your responsibility to consult with your Attending Physician to determine whether a medication is on the Formulary List at the time the prescription is rendered.

**Generic Medication** means a medication that has the same active ingredient as a Brand Medication or is identified as a Generic Medication by AvMed's Pharmacy Benefits Manager.

**Maintenance Medication** is a medication that has been approved by the FDA, for which the duration of therapy can reasonably be expected to exceed one year, as determined by AvMed's Pharmacy Benefits Manager.

**Participating Pharmacy** means a pharmacy (retail, mail order or specialty pharmacy) that has entered into an agreement with AvMed to provide Prescription Medications to AvMed Members and has been designated by AvMed as a Participating Pharmacy.

**Specialty Medications** are high cost medications that are self-administered by Members. These medications may be limited in distribution to participating specialty pharmacies and Prior Authorization is often required.

## HOW DOES YOUR RETAIL PRESCRIPTION COVERAGE WORK?

Cost-sharing for covered Prescription Medications (retail, mail order and specialty pharmacy), and any applicable Prescription Medication Calendar Year Deductible, applies toward your Calendar Year Out-of-Pocket Maximum. To obtain your Prescription Medication, take your prescription to, or have your Physician call, an AvMed Participating Pharmacy. Your Physician should submit prescriptions for Specialty Medications to AvMed's specialty pharmacy. Present your prescription along with your AvMed Identification Card. Once you meet your Prescription Medication Deductible (as shown below), you will pay the following cost-sharing (as well as the Brand Additional Charge if you choose a Brand Medication when a Generic equivalent is available).

### Prescription Medication Benefit Deductible:

|            |             |                   |
|------------|-------------|-------------------|
| Individual | \$ 500.00   | per Calendar Year |
| Family     | \$ 1,000.00 | per Calendar Year |

### Prescription Medication Retail Cost-sharing:

|        |                                                           |           |                              |
|--------|-----------------------------------------------------------|-----------|------------------------------|
| Tier 1 | Value Generic Medications:                                | \$ 10.00  | Copay per prescription       |
| Tier 2 | Generic Medications:                                      | \$ 25.00  | Copay per prescription       |
| Tier 3 | Preferred Brand Medications:                              | \$ 50.00  | Copay per prescription       |
| Tier 4 | Non-preferred Brand or Non-preferred Generic Medications: | \$ 100.00 | Copay per prescription       |
| Tier 5 | Specialty Medications:                                    | 30%       | Coinsurance after Deductible |

## ORDERING YOUR PRESCRIPTIONS THROUGH THE MAIL

Mail service is a benefit option for Maintenance Medications needed for chronic or long-term health conditions. It is best to get an initial prescription filled at your retail pharmacy. Ask your Physician for an additional prescription for a 60-90-day supply of your medication to be ordered through mail service. If the amount of medication is less than a 90-day supply, you will still be charged the listed mail order cost-sharing. Up to 2-3 refills are allowed per prescription. Pay the following cost-sharing (as well as the Brand Additional Charge if you choose a Brand Medication when a Generic equivalent is available).

## Prescription Medication Benefits, continued

### Prescription Medication Mail Order Cost-sharing:

|        |                                                               |           |                        |
|--------|---------------------------------------------------------------|-----------|------------------------|
| Tier 1 | Value Generic Medications:                                    | \$ 25.00  | Copay per prescription |
| Tier 2 | Generic Medications:                                          | \$ 62.50  | Copay per prescription |
| Tier 3 | Preferred Brand Medications:                                  | \$ 125.00 | Copay per prescription |
| Tier 4 | Non-preferred Brand or Non-preferred Generic Medications:     | \$ 250.00 | Copay per prescription |
| Tier 5 | Specialty Medications are not available through mail service. |           |                        |

---

### WHAT IS COVERED?

- Your Prescription Medication coverage includes outpatient medications that require a prescription and are prescribed by your Attending Physician in accordance with AvMed's Coverage Criteria. AvMed reserves the right to make changes in Coverage Criteria for covered products and services.
- Your Prescription Medication coverage may require Prior Authorization, and such Prior Authorization may include the Progressive Medication Program for certain covered medications. A copy of the list of covered Prescription Medications, drugs requiring Prior Authorization and drugs that are a part of the Progressive Medication Program are available from AvMed's Member Engagement Center or from AvMed's website. The Progressive Medication Program encourages the use of therapeutically-equivalent lower-cost medications by requiring certain medications to be utilized to treat a medical condition prior to approving another medication for that condition. This includes the first-line use of Preferred Medications that are proven to be safe and effective for a given condition and can provide the same health benefit as more expensive Non-preferred Medications at a lower cost.
- Your retail Prescription Medications coverage includes up to a 30-day supply of a medication for the listed cost-sharing. Your prescription may be refilled via retail or mail order after 75% of your previous fill has been used and is subject to a maximum of 12-13 refills per year. You also have the opportunity to obtain a 90-day supply of medications used for chronic conditions including asthma, cardiovascular disease, and diabetes from a retail pharmacy for the applicable cost-sharing per 30-day supply.
- Your mail-order Prescription Medication coverage includes up to a 60-90-day supply of a routine Maintenance Medication for the listed cost-sharing. If the amount of medication is less than a 60-90-day supply, you will still be charged the listed mail order cost-sharing.
- Your Specialty Medication coverage extends to many injectable and high cost oral medications approved by the FDA. These medications must be prescribed by a Physician and dispensed by a participating specialty pharmacy. Specialty Medications are limited to a 30-day supply.
- Quantity limits are set in accordance with FDA approved prescribing limitations, general practice guidelines supported by medical specialty organizations, and/or evidence-based, statistically valid clinical studies without published conflicting data. This means that a medication-specific quantity limit may apply for medications that have an increased potential for over-utilization or an increased potential for a Member to experience an adverse effect at higher doses.
- When ordered by your Physician, and accompanied by a prescription, certain contraceptives are covered under your Prescription Medication benefits at no cost. Please refer to the Formulary List on AvMed's website or call Member Engagement for more details.

**NOTE: Your Group Medical and Hospital Service Contract contains important information about your coverage, including your prescription medication coverage. Please review your Contract for a full description of services, supplies and conditions of coverage.**

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**QUESTIONS?** Call AvMed Member Engagement at: 1-800-88-AvMed (1-800-882-8633)

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### EXCLUSIONS AND LIMITATIONS

- **Allergy serums;** however, medications administered by the Attending Physician to treat the acute phase of an illness and chemotherapy for cancer patients are covered in accordance with the Group Medical and Hospital Service Contract subject to cost-sharing as shown on the Schedule of Benefits.
- **Compounded prescriptions,** except pediatric preparations.
- **Cosmetic products,** including hair growth, skin bleaching, sun damage and anti-wrinkle medications.
- **Dental-specific Medications** for dental purposes, including fluoride medications (except for children less than 5 years of age with a non-fluorinated water supply);
- **Experimental or Investigational drugs** (except as required by law);
- **Fertility drugs;**
- **Immunizations** (except for those preventive immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention);
- **Medical supplies,** including therapeutic devices, dressings, appliances and support garments;
- **Medications and immunizations** for non-business related travel, including Transdermal Scopolamine;
- **Medications which do not require a prescription** (i.e. over-the-counter medications) or when a non-prescription alternative is available, unless otherwise indicated on AvMed's Formulary List, or unless considered preventive and given an 'A' or 'B'

## Prescription Medication Benefits, continued

rating in current recommendations of the United States Preventive Services Task Force (USPSTF), and accompanied by a prescription from your Attending Physician;

- **Medications not included on AvMed's Formulary List;**
- **Medications or devices for the diagnosis or treatment of sexual dysfunction;**
- **Nutritional supplements** except as described under **Nutrition Therapy** in Part IX. COVERED MEDICAL SERVICES;
- **Prescription and non-prescription vitamins and minerals** except prenatal vitamins;
- **Prescription and non-prescription appetite suppressants** and products for the purpose of weight loss;
- **Replacement Prescription Drug products** resulting from a lost, stolen, expired, broken or destroyed prescription order or refill.
- **Third-Party Assistance for Specialty Medications.** If you use any third-party copayment assistance (sometimes also referred to as a "copay card" or "copay coupon") provided by a drug manufacturer or any other entity to pay any applicable Calendar Year Deductible, Copayment, or Coinsurance amounts for any Specialty Medications, you will not receive credit toward your Calendar Year Out-of-Pocket Maximum or Calendar Year Deductible for any such assistance you use.

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*Filling a prescription at a pharmacy is not a claim for benefits and is not subject to the Claims and Appeals procedures under ERISA. However, any medications that require Prior Authorization will be treated as a claim for benefits subject to the Claims and Appeals Procedures, as outlined in the Group Medical and Hospital Service Contract.*

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read 'James M. Repp', with a stylized, looping flourish at the end.



# Amendment



## DOMESTIC PARTNER – TWELVE MONTH

---

**As of the Effective Date, the AvMed Large Group Medical and Hospital Service Contract, Part III. ELIGIBILITY FOR COVERAGE, is amended by the addition of the following provisions:**

Dependent Eligibility will be added for a Domestic Partner and his or her children. Declaration of a Domestic Partner relationship by the Subscriber and the Subscriber's Domestic Partner, by sworn Affidavit, will be considered a qualifying event that triggers a special enrollment period.

### **Definition of Domestic Partner:**

A Domestic Partner means an unmarried adult who:

- Cohabits with you in an emotionally committed and affectional relationship that is meant to be of lasting duration;
- Is not related by blood or marriage;
- Is at least eighteen years of age;
- Is mentally competent to consent to a contract;
- Has filed a Domestic Partnership agreement or registration with the Employer, if available, in the state (and/or city) of residence;
- Has shared financial obligations including basic living expenses for the twelve-month period prior to enrollment in the plan;
- Will provide documentation that will be satisfactory to the Employer as evidence of a Domestic Partner relationship; and
- Meets the dependent eligibility requirements of the Employer's health benefits plan.

For further information, contact AvMed Member Engagement at 1-800-882-8633.

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read "James M. Repp", with a large, stylized flourish at the end.

# Amendment



## **ELECTIVE TERMINATION OF PREGNANCY**

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**As of the Effective Date, the AvMed Large Group Medical and Hospital Service Contract with Point of Service rider is amended as follows:**

- Elective termination of pregnancy will be a Covered Benefit subject to any applicable Deductible, and facility and physician charges.
- Member cost-sharing will apply toward the Calendar Year Out-of-Pocket Maximum.
- Prior Authorization is required.

For further information, contact AvMed Member Engagement at 1-800-882-8633.

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read "James M. Repp", written over a faint circular stamp.

## **Large Group Achieve Plan Medical and Hospital Service Contract**

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read "James M. Repp", with a stylized, looping flourish at the end.

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**AVMED CORPORATE OFFICE**  
9400 S. DADELAND BOULEVARD  
MIAMI, FL 33156-9004

**AVMED MEMBER ENGAGEMENT CENTER - ALL AREAS**  
**1-800-88 AVMED**  
**(1-800-882-8633)**

**SERVICE AREA**

|           |              |            |
|-----------|--------------|------------|
| Alachua   | Hamilton     | Osceola    |
| Baker     | Hernando     | Palm Beach |
| Bradford  | Hillsborough | Pasco      |
| Broward   | Lake         | Pinellas   |
| Citrus    | Lee          | Polk       |
| Clay      | Levy         | St. Johns  |
| Columbia  | Manatee      | Sarasota   |
| Dixie     | Marion       | Seminole   |
| Duval     | Miami-Dade   | Suwannee   |
| Gilchrist | Nassau       | Union      |
|           | Orange       |            |

**SERVICE AREA OFFICES**

**MIAMI**

9400 South Dadeland Boulevard  
Miami, Florida 33156-9004  
(305) 671-5437  
(800) 432-6676

**GAINESVILLE**

4300 Northwest 89th Boulevard  
Post Office Box 749  
Gainesville, Florida 32627-0749  
(352) 372-8400  
(800) 346-0231

**AVMED, INC.**  
**LARGE GROUP ACHIEVE PLAN**  
**MEDICAL AND HOSPITAL SERVICE CONTRACT**

**IN CONSIDERATION** of the payment of pre-paid monthly Premiums as provided herein, AvMed, Inc., a private Florida not-for-profit corporation, state licensed as a health maintenance organization under Chapter 641, *Florida Statutes* (hereinafter, "AvMed"), and the Subscribing Group as named on the Group Master Application (hereinafter "Subscribing Group"), agree as follows:

**I. INTRODUCTION**

- 1.1 **Provision of Health Care Services and Benefits.** The Subscribing Group engages AvMed, on behalf of the group health plan described in this Contract, to arrange for the provision of Covered Benefits or Covered Services which are Medically Necessary for the diagnosis and treatment of Members of the Subscribing Group. AvMed arranges for the delivery of Covered Services in accordance with the covenants and conditions contained in this Contract, and does not directly provide these Covered Services. AvMed will rely upon the statements of the Subscriber in his application in arranging for the provision of Covered Services under this Contract.
- 1.2 **Interpretation.** In order to provide the advantages of Hospital and medical facilities and of In-Network Providers, AvMed operates on a direct service rather than indemnity basis. The interpretation of this Contract will be guided by the direct service nature of AvMed's program and the definitions and other provisions contained herein.
- 1.3 **Important Considerations.** When reading your Contract, please remember:
- a. You should read this Contract in its entirety in order to determine if a particular Health Care Service is covered.
  - b. Many of the provisions of this Contract are interrelated. Therefore, reading just one or two provisions may give you a misleading impression. Many words used in this Contract have special meanings (see Part II. DEFINITIONS).
  - c. The headings of Parts and Sections contained in this Contract are for reference purposes only and will not affect in any way the meaning or interpretation of particular provisions.
- 1.4 **References in this Contract**
- a. References to "you" or "your" throughout refer to you as the Subscriber and to your Covered Dependents, unless expressly stated otherwise or unless, in the context in which the term is used, it is clearly intended otherwise. Any references which refer solely to you as the Subscriber or solely to your Covered Dependents will be noted as such.
  - b. References to "we", "us" and "our" throughout refer to AvMed.
  - c. Whenever used, the singular will include the plural and the plural the singular, and the use of any gender will include all genders.
  - d. References to the "Plan" refer to this AvMed Large Group Achieve Plan.
  - e. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. If a word or phrase has a defined meaning, it will either be in Part II. DEFINITIONS or defined within the particular section where it is used.
- 1.5 **Shared Savings Incentive Program.** This Contract is eligible for the Shared Savings Incentive Program per Section 641.31076, *F.S.* This voluntary program allows Members to participate in the savings generated from Shoppable Health Care Services located at providers on the AvMed's shared savings list.
- a. AvMed's shared savings list is available at [www.avmed.org/smartshopper](http://www.avmed.org/smartshopper). This list includes all available Shoppable Health Care Services and their Shared Savings Incentive amount. Be aware, this list may change. Please check frequently to ensure you have accurate information.
  - b. When you qualify for a reward, your Shared Saving Incentive will be sent to you by check approximately 30 days after we confirm that you received care at an incentive eligible location.



- c. AvMed must notify you, and the Office of Insurance Regulation, at least 30 days before termination of this program.
- 1.6 **Contract Renewal.** This Contract is guaranteed renewable and will stay in effect as long as the Subscribing Group meets and continues to meet the eligibility guidelines set forth in the Group Master Application and Premiums are paid on time. Subscribing Group and Members are subject to all terms, conditions, Limitations, and Exclusions in this Contract and to all of the rules and regulations of the Plan. By paying Premiums or having Premiums paid on your behalf, you accept the provisions of this Contract.
- 1.7 **You must notify us immediately of any address change** (or email us if you have opted for electronic communications).

## II. DEFINITIONS

As used in this Contract, each of the following terms will have the meaning indicated. For further definitions, go to [www.healthcare.gov/glossary](http://www.healthcare.gov/glossary) to review the Uniform Glossary provided as a result of the Affordable Care Act.

- 2.1 **Accidental Dental Injury** means an injury to Sound Natural Teeth (not previously compromised by decay) caused by a sudden, unintentional, and unexpected event or force. This term does not include injuries to the mouth, structures within the oral cavity, or injuries to Sound Natural Teeth caused by biting or chewing, surgery or treatment for a disease or illness.
- 2.2 **Adverse Benefit Determination** means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Member's eligibility to participate in the Plan; and including:
  - a. a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any Utilization Management Program, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational, or not Medically Necessary; and
  - b. a cancellation or discontinuance of coverage that has retroactive effect, unless attributable to a failure to timely pay required Premiums or contributions toward the cost of coverage.
- 2.3 **Allowed Amount** means the maximum amount established by AvMed upon which payment will be based for Covered Services rendered by In-Network Providers. The Allowed Amount may be changed at any time without notice to you or your consent.
- 2.4 **Ambulatory Surgery Center** means a facility licensed pursuant to Chapter 395, *Florida Statutes*, the primary purpose of which is to provide surgical care to a patient admitted to, and discharged from, such facility within 24 hours.
- 2.5 **Applied Behavior Analysis** means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relations between environment and behavior. Applied Behavior Analysis services will be provided by an individual certified pursuant to Section 393.17, *Florida Statutes*, or an individual licensed under Chapter 490 or Chapter 491, *Florida Statutes*.
- 2.6 **Attending Physician** means the Physician primarily responsible for the care of a Member with respect to any particular Condition.
- 2.7 **Autism Spectrum Disorders** means any of the following disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association:
  - a. Autistic disorder;
  - b. Asperger's syndrome;
  - c. Pervasive developmental disorder not otherwise specified.

- 2.8 **AvMed Provider Network** or **AvMed Network** means the Health Care Providers with whom AvMed has contracted or made arrangements to provide Covered Benefits and Covered Services to Achieve Plan Members.
- 2.9 **Birthing Center** means a facility licensed pursuant to Chapter 383, *Florida Statutes*, which is freestanding, and is not a Hospital or in a Hospital, in which births are planned to occur away from the mother's usual residence following a normal, uncomplicated, low-risk pregnancy. Birthing Centers must provide facilities for obstetrical delivery and short-term recovery after delivery, care under the full-time supervision of a Physician and either a registered nurse (R.N.) or a licensed nurse midwife, and have a written agreement with a Hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post- delivery confinement.
- 2.10 **Breast Reconstructive Surgery** means surgery to reestablish symmetry between the two breasts following breast cancer treatment.
- 2.11 **Calendar Year Deductible** means the first payments up to a specified dollar amount that a Member must make in the applicable calendar year for Covered Benefits. It is the amount you owe for certain Covered Services before AvMed begins to pay, and must be satisfied once each calendar year. The Calendar Year Deductible may not apply to all services. The Deductible applies to each Member, subject to any family Deductible listed on the Schedule of Benefits. For purposes of the Deductible, "family" means the Covered Employee and Covered Dependents.
- 2.12 **Calendar Year Out-of-Pocket Maximum** means the maximum amount you will pay during a calendar year before AvMed begins to pay 100% of the Allowed Amount for Covered Services during the same calendar year. This limit never includes your Premiums, Prescription Drug Brand Additional Charges, third-party Copayment assistance toward Member cost-sharing for Specialty Medications or charges for health care that AvMed does not cover.
- 2.13 **Claim** means a request for benefits under this Contract, made by or on behalf of a Member in accordance with AvMed's procedures for filing benefit Claims.
- a. Pre-Service Claim means any Claim for benefits under this Contract for which, in whole or in part, a Claimant must obtain authorization from AvMed in advance of such services being provided to or received by the Member.
  - b. Urgent Care Claim means any Claim for medical care or treatment for a Condition that could seriously jeopardize the Member's life or health, or the Member's ability to regain maximum function or, in the opinion of a Physician with knowledge of the Member's Condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment requested.
  - c. Concurrent Care Claim means any request by a Claimant that relates to an Urgent Care Claim to extend a course of treatment beyond the initial period of time or number of treatments previously approved.
  - d. Post-Service Claim means any Claim for benefits under this Contract that is not a Pre-Service Claim.
- 2.14 **Claimant** means a Member or a Member's authorized representative acting on behalf of a Member. AvMed may establish procedures for determining whether an individual is authorized to act on behalf of a Member with respect to a Claim for benefits.
- 2.15 **Coinsurance** means the portion of the cost for a Covered Service that a Member must pay once any applicable Deductible has been met, and is expressed as a percentage, established solely by AvMed, of the Allowed Amount for the Covered Service, or the percentage of an amount based on the Maximum Medicare Allowable or Average Wholesale Price for the Covered Service. Members are responsible for the payment of any applicable Coinsurance directly to a Health Care Provider at the time Covered Services are received.
- 2.16 **Condition** means a disease, illness, ailment, injury, or pregnancy.
- 2.17 **Contract** means this AvMed Achieve Plan Large Group Medical and Hospital Service Contract, which may at times be referred to as "**Group Contract**" or "**Subscribing Group Contract**" and all

Applications, Rate Letters (as described in Part XVII. GENERAL PROVISIONS), schedules, amendments, and any other document approved by the Florida Office of Insurance Regulation for incorporation into this Contract.

- 2.18 **Copayment** means the fixed dollar amount, established solely by AvMed, that a Member must pay once any applicable Deductible has been met, for certain Covered Services rendered by a Health Care Provider at the time the Covered Services are received. The Copayment is a portion of the Allowed Amount for the Covered Service, or a portion of the Maximum Medicare Allowable or Average Wholesale Price, for the Covered Service.
- 2.19 **Coverage Criteria** are medical and pharmaceutical protocols used to determine payment of products and services and are based on independent clinical practice guidelines and standards of care established by government agencies and medical/pharmaceutical societies. AvMed reserves the right to make changes in Coverage Criteria for covered products and services.
- 2.20 **Covered Benefits** or **Covered Services** means those Health Care Services to which a Member is entitled under the terms of this Contract. Member's cost-sharing responsibilities for Covered Services, including any applicable Deductible, Copayments and Coinsurance amounts, are outlined in the Schedule of Benefits.
- 2.21 **Covered Dependent** means any dependent of a Subscriber's family, who meets and continues to meet all applicable eligibility requirements, and who is enrolled and actually covered under this Contract other than as a Subscriber.
- 2.22 **Custodial** or **Custodial Care** means care that serves to assist an individual in the activities of daily living, such as assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet, preparation of special diets, and supervision of medication that usually can be self-administered. Custodial Care essentially is personal care that does not require the continuing attention of trained medical personnel. In determining whether a person is receiving Custodial Care, consideration is given to the frequency, intensity and level of care, medical supervision required and furnished, patient's diagnosis, type of Condition, degree of functional limitation, or rehabilitation potential.
- 2.23 **Dental Care** means:
- a. dental x-rays, examinations and treatment of the teeth or any services, supplies or charges directly related to:
    - i. the care, filling, removal or replacement of teeth; or
    - ii. the treatment of injuries to, or disease of, the teeth, gums or structures directly supporting or attached to the teeth, that are customarily provided by dentists (including orthodontics, reconstructive jaw surgery, casts, splints and services for dental malocclusion).
- 2.24 **Detoxification** means a process whereby an alcohol or drug intoxicated, or alcohol or drug dependent, individual is assisted through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or drug, alcohol or drug dependent factors, or alcohol in combination with drugs, as determined by a licensed Health Professional, while keeping the physiological risk to the individual at a minimum.
- 2.25 **Durable Medical Equipment (DME)** is any equipment that meets all of the following requirements:
- a. can withstand repeated use; and
  - b. is primarily and customarily used to serve a medical purpose; and
  - c. generally is not useful to a person in the absence of an illness or injury; and
  - d. is appropriate for use in the Member's home.
- 2.26 **Emergency Medical Condition** means:
- a. A Condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
    - i. serious jeopardy to the health of a patient, including a pregnant woman or fetus;
    - ii. serious impairment to bodily functions; or

- iii. serious dysfunction of any bodily organ or part; and
- iv. with respect to a pregnant woman:
  - 1) that there is inadequate time to effect safe transfer to another Hospital prior to delivery;
  - 2) that a transfer may pose a threat to the health and safety of the patient or fetus; or
  - 3) that there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.
- b. Examples of Emergency Medical Conditions include heart attack, stroke, massive internal or external bleeding, fractured limbs, or severe trauma.

2.27 **Emergency Medical Services and Care** means medical screening, examination and evaluation by a Physician or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a Physician, to determine if an Emergency Medical Condition exists and, if it does, the care, treatment, or surgery for a Covered Service by a Physician necessary to relieve or eliminate the Emergency Medical Condition within the service capability of the Hospital.

- a. In-area emergency does not include elective or routine care, care of minor illnesses or care that can reasonably be sought and obtained from the Member's in-network Physician. The determination as to whether or not an illness or injury constitutes an Emergency Medical Condition will be made by AvMed and may be made retrospectively based upon all information known at the time the Member was present for treatment.
- b. Out-of-area emergency does not include care for Conditions for which a Member could reasonably have foreseen the need of such care before leaving the Service Area or care that could safely be delayed until prompt return to the Service Area. The determination as to whether or not an illness or injury constitutes an Emergency Medical Condition will be made by AvMed and may be made retrospectively based upon all information known at the time the Member was present for treatment.

2.28 **Essential Health Benefits** has the meaning set forth under the Affordable Care Act, Section 1302(b), and applicable regulations. The ten categories of Essential Health Benefits are:

- a. ambulatory patient services;
- b. emergency services;
- c. hospitalization;
- d. maternity and newborn care;
- e. mental health and substance use disorder services (including behavioral health treatment);
- f. prescription drugs;
- g. rehabilitative and habilitative services and devices;
- h. laboratory services;
- i. preventive and wellness services and chronic disease management;
- j. pediatric services (including oral and vision care).

2.29 **Exclusion** means any provision of this Contract whereby coverage for a specific hazard, service or Condition is entirely eliminated.

2.30 **Experimental or Investigational** means:

- a. Any evaluation, treatment, therapy, or device which involves the application, administration or use, of procedures, techniques, equipment, supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, or chemical compounds if, as determined by AvMed:
  - i. such evaluation, treatment, therapy, or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA) or the Florida Department of Health and approval for marketing has not, in fact, been given at the time such is furnished to the Member;
  - ii. such evaluation, treatment, therapy, or device is provided pursuant to a written protocol which describes as among its objectives the following: determinations of safety, efficacy, or efficacy in comparison to the standard evaluation, treatment, therapy, or device;

- iii. such evaluation, treatment, therapy, or device is delivered or should be delivered subject to the approval and supervision of an institutional review board or other entity as required and defined by federal regulations;
  - iv. credible scientific evidence shows that such evaluation, treatment, therapy, or device is the subject of an ongoing Phase I or II clinical investigation, or the experimental or research arm of a Phase III clinical investigation, or under study to determine maximum tolerated dosages, toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the Condition in question;
  - v. credible scientific evidence shows that the consensus of opinion among experts is that further studies, research, or clinical investigations are necessary to determine maximum tolerated dosages, toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the Condition in question;
  - vi. credible scientific evidence shows that such evaluation, treatment, therapy, or device has not been proven safe and effective for treatment of the Condition in question, as evidenced in the most recently published medical literature in the United States, Canada, or Great Britain, using generally accepted scientific, medical, or public health methodologies or statistical practices.
- b. Credible scientific evidence is defined by AvMed as one of the following:
- i. records maintained by Physicians or Hospitals rendering care or treatment to the Member or other patients with the same or similar Condition;
  - ii. reports, articles, or written assessments in authoritative medical and scientific literature published in the United States, Canada, or Great Britain;
  - iii. published reports, articles, or other literature of the United States Department of Health and Human Services or the United States Public Health Service, including any of the National Institutes of Health, or the United States Office of Technology Assessment;
  - iv. the written protocol or protocols relied upon by the Attending Physician or institution or the protocols of another Physician or institution studying substantially the same evaluation, treatment, therapy, or device;
  - v. the written informed consent used by the Attending Physician or institution or by another Physician or institution studying substantially the same evaluation, treatment, therapy, or device; or
  - vi. the records (including any reports) of any institutional review board of any institution which has reviewed the evaluation, treatment, therapy, or device for the Condition in question.

2.31 **Full-Time Student** or **Part-Time Student** means one who is attending a recognized and accredited college, university, vocational or secondary school and is carrying sufficient credits to qualify as a Full-Time or Part-Time Student in accordance with the requirements of the school.

2.32 **Habilitation Services** are services that help a person keep, learn or improve skills and functioning for daily living. Such services may be provided in order for a person to attain and maintain a skill or function never learned or acquired due to a disabling Condition. They are services that are deemed necessary to meet the needs of individuals with developmental disabilities in programs designed to achieve objectives of improved health, welfare and the realization of individuals' maximum physical, social, psychological and vocational potential for useful and productive activities.

2.33 **Health Care Providers** means Health Professionals and includes institutional providers, such as Hospitals, Medical Offices or Other Health Care Facilities that are engaged in the delivery of Health Care Services and are licensed and practice under an institutional license or other authority consistent with state law.

2.34 **Health Care Services** (except as limited or excluded by this Contract) means the professional services of Physicians and other Health Professionals, including medical, surgical, diagnostic, therapeutic and preventive services that are:

- a. generally and customarily provided in the Service Area;

- b. performed, prescribed or directed by Health Professionals acting within the scope of their licenses; and
  - c. Medically Necessary (except for preventive services as stated herein) for the diagnosis and treatment of injury or illness.
- 2.35 **Health Professionals** means allopathic and osteopathic Physicians, podiatrists, chiropractors, physician assistants, nurses, licensed clinical social workers, pharmacists, optometrists, nutritionists, occupational therapists, physical therapists, certified nurse midwives and midwives, and other professionals engaged in the delivery of Health Care Services, who are appropriately licensed under applicable state law.
- 2.36 **Home Health Care Services (Skilled Home Health Care)** means Physician-directed professional, technical and related medical and personal care services provided on an intermittent or part-time basis directly by (or indirectly through) a home health agency in your home or residence. Such services include professional visiting nurses or other Health Professionals for services covered under this Contract. For purposes of this definition, a Hospital, Skilled Nursing Facility, nursing home or other facility will not be considered a home or residence.
- 2.37 **Hospice** means a public agency or private organization licensed pursuant to Chapter 400, *Florida Statutes*, to provide Hospice services. Such licensed entity must be principally engaged in providing pain relief, symptom management, and supportive services to terminally ill Members and their families.
- 2.38 **Hospital** means a facility licensed pursuant to Chapter 395, *Florida Statutes*, that offers services which are more intensive than those required for room, board, personal services and general nursing care; offers facilities and beds for use beyond 24 hours; and regularly makes available at least clinical laboratory services, diagnostic x-ray services and treatment facilities for surgery or obstetrical care or other definitive medical treatment of similar extent.
- a. The term Hospital does not include an Ambulatory Surgery Center; Skilled Nursing Facility; stand-alone Birthing Center; convalescent, rest or nursing home; or facility which primarily provides Custodial, educational or rehabilitative therapies.
  - b. If services specifically for the treatment of a physical disability are provided in a licensed Hospital which is accredited by The Joint Commission, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitative Facilities, payment for these services will not be denied solely because such Hospital lacks major surgical facilities and is primarily of a rehabilitative nature. Recognition of these facilities does not expand the scope of Covered Services. It only expands the setting where Covered Services can be performed for coverage purposes.
- 2.39 **Hospital-owned or affiliated** means under common ownership, licensure or control of a Hospital. As may be noted in your Schedule of Benefits, the cost-sharing for some services can vary depending on whether or not they are obtained at a Hospital-owned or Hospital-affiliated facility. Also see **Independent Facility** below.
- 2.40 **Identification Card** means the cards AvMed issues to Members. The card is our property and is not transferable to another person. Possession of such card in no way verifies that a particular individual is eligible for, or covered under, this Contract.
- 2.41 **Independent Facility** means a facility not under common ownership, licensure or control of a Hospital. The cost-sharing for some services may vary depending on whether or not they are obtained at an Independent Facility.
- 2.42 **In-Network Provider** means any Health Care Provider with whom AvMed has contracted or made arrangements to render the Covered Benefits and Covered Services described in this Contract to AvMed Achieve Plan Members. For a listing of In-Network Providers, please refer to your AvMed Achieve Plan Provider Directory or visit our online directory at [www.avmed.org](http://www.avmed.org).
- 2.43 **Injectable Medication** means a medication that is approved by the U.S. Food and Drug Administration (FDA) for administration by one or more of the following routes: intra-articular, intracavernous, intramuscular, intraocular, intrathecal, intravenous or subcutaneous injection; or



intravenous infusion. Medications intended to be injected or infused by a Health Professional are generally covered as a medical benefit. Prior Authorization may be required for Injectable Medications.

- 2.44 **Intensive Outpatient Treatment** means treatment in which an individual receives at least three clinical hours of institutional care per day (24-hour period) for at least three days a week and returns home or is not treated as an inpatient during the remainder of that 24-hour period. A Hospital shall not be considered a 'home' for purposes of this definition.
- 2.45 **Limitation** means any provision other than an Exclusion that restricts coverage under this Contract.
- 2.46 **Master Application** means the Subscribing Group application form entitled 'Group Master Application' which becomes a part of the Contract when the Group Master Application has been completed and executed by the Subscribing Group and AvMed.
- 2.47 **Material Misrepresentation** means the omission, concealment of facts or incorrect statements made on any application or enrollment forms by an applicant, Subscriber or Covered Dependent which, had they been known, would have affected our decision to issue this Contract, the issuance of different benefits, or the issuance of this Contract only at a higher rate.
- 2.48 **Maximum Allowable Payment** means the maximum amount, as established by AvMed, which AvMed will pay for any Covered Service rendered by an Out-of-Network Provider or supplier of services, medications or supplies, except for Emergency Medical Services and Care as defined herein. The Maximum Allowable Payment may be changed at any time by AvMed without notice to you or your consent.
- 2.49 **Medical Office** means any outpatient facility or Physician's office within the AvMed Achieve Plan Service Area utilized by an in-network Health Professional.
- 2.50 **Medical Supplies – outpatient disposable.** Outpatient disposable Medical Supplies means disposable medical supplies that are prescribed by a Physician for outpatient use; are usable only by the Member for whom they are prescribed; have no further use when the medical need ends; and are not primarily for comfort or hygiene, environmental control, or exercise.
- 2.51 **Medically Necessary or Medical Necessity** means the use of any appropriate medical treatment, service, equipment and/or supply as provided by a Hospital, Skilled Nursing Facility, Physician or other provider which is necessary, as determined by AvMed, for the diagnosis, care or treatment of a Member's illness or injury and which is:
- a. consistent with the symptoms, diagnosis and treatment of the Member's Condition;
  - b. the most appropriate level of supply and/or service for the diagnosis and treatment of the Member's Condition;
  - c. in accordance with standards of acceptable community practice;
  - d. not primarily intended for the personal comfort or convenience of the Member, the Member's family, the Physician or other Health Professionals;
  - e. approved by the appropriate medical body or health care specialty involved as effective, appropriate, and essential for the care and treatment of the Member's Condition; and
  - f. not Experimental or Investigational.
- 2.52 **Medicare** means the federal health insurance provided pursuant to Title XVIII of the Social Security Act and all amendments thereto.
- 2.53 **Member** means any person who meets all applicable requirements of Part III. ELIGIBILITY FOR COVERAGE and enrolls in the Plan as a Subscriber or Covered Dependent, and for whom the Premium prepayment required by Part VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES, AND OTHER EXPENSES has actually been received by AvMed.
- 2.54 **Mental/Behavioral Health Disorder** means any disorder listed in the diagnostic categories of the most recent International Classification of Disease, or their equivalents in the most recently published version of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders, regardless of the underlying cause, or effect, of the disorder.

- 2.55 **Morbid Obesity (clinically severe obesity)** means a body mass index (BMI), as determined by an in-network Health Professional as of the date of service, of:
- 40 kilograms or greater per meter squared (kg/m<sup>2</sup>); or
  - 35 kilograms or greater per meter squared (kg/m<sup>2</sup>) with an associated comorbid condition such as uncontrolled hypertension, type II diabetes, life-threatening cardiopulmonary conditions, or severe sleep apnea.
- 2.56 **Out-of-Network Provider** means any Health Care Provider with whom AvMed has neither contracted nor made arrangements to render the Covered Benefits or Covered Services described in this Contract as an In-Network Provider.
- 2.57 **Orthotic Appliances or Orthotic Devices** means any rigid or semi-rigid device needed to support a weak or deformed body part or to restrict or eliminate body movement.
- 2.58 **Other Health Care Facility(ies)** means any facility licensed in accordance with the laws of the appropriate legally authorized agency, other than acute care Hospitals and those facilities providing services to ventilator dependent patients, which provides inpatient services at an intermediate or lower level of care such as skilled nursing care, Residential Treatment and Rehabilitation Services.
- 2.59 **Outpatient Rehabilitation Facility** means an entity that renders, through Health Professionals licensed pursuant to Florida law, outpatient physical, occupational, speech, pulmonary and cardiac rehabilitation therapies for the primary purpose of restoring or improving a bodily function impaired or eliminated by a Condition. The term Outpatient Rehabilitation Facility, as used herein, will not include any Hospital, including a general acute care Hospital, or any separately organized unit of a Hospital that provides comprehensive medical rehabilitation inpatient or rehabilitation outpatient services, including a Class III or Class IV "specialty rehabilitation hospital" as described in Chapter 59A, *Florida Administrative Code*.
- 2.60 **Pain Management** means pain assessment, medication, physical therapy, biofeedback, and counseling. Pain rehabilitation programs are programs featuring multidisciplinary services directed toward helping those with chronic pain to reduce or limit their pain.
- 2.61 **Partial Hospitalization** means outpatient treatment in which an individual receives at least six clinical hours of institutional care per day (24-hour period) for at least five days per week and returns home or is not treated as an inpatient during the remainder of that 24-hour period. A Hospital shall not be considered a "home" for purposes of this definition.
- 2.62 **Participating Provider** means any Health Care Provider with whom AvMed has contracted or made arrangements to render the Covered Benefits and Covered Services described in this Contract to AvMed Achieve Plan Members. For a listing of AvMed Achieve Plan Participating (In-Network) Providers, please refer to your Provider Directory or visit our online directory at [www.avmed.org](http://www.avmed.org).
- 2.63 **Physician** means any provider licensed under Chapter 458 (Physician), 459 (osteopath), 460 (chiropractor) or 461 (podiatrist), *Florida Statutes*.
- 2.64 **Premium** means the total amount of monthly prepayment subscription charges required to be paid by the Subscribing Group to AvMed in order for there to be coverage under this Contract.
- 2.65 **Prescription Medication or Prescription Drug** means a medication that is approved by the FDA and that can only be dispensed pursuant to a prescription in accordance with state and federal law. For more information, please see Part XII. PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS.
- 2.66 **Primary Care Physician (PCP)** means any Achieve Plan in-network Physician engaged in general or family practice, internal medicine, pediatrics, geriatrics, obstetrics/gynecology or any Specialty Physician from time to time designated by AvMed as a 'Primary Care Physician' in AvMed's current list of In-Network Providers. A PCP is one who directly provides or coordinates a range of Health Care Services for a Member.
- 2.67 **Prior Authorization** means a decision by AvMed, prior to the time a Health Care Service or other benefit is to be delivered, that the Health Care Services are Medically Necessary. Prior Authorization

is sometimes called pre-authorization, prior approval or pre-certification. AvMed requires you or your Physician to obtain Prior Authorization for certain services and medications before you receive them to ensure that you receive the most appropriate treatment. Prior Authorization is not a promise that AvMed will cover the cost of such services or medications.

- 2.68 **Prosthetic Device** means a device which replaces all or part of a body part or an internal body organ or replaces all or part of the functions of a permanently inoperative or malfunctioning body part or organ.
- 2.69 **Rehabilitation Services** are Health Care Services that help a person keep, get back, or improve skills and functioning for daily living that have been lost or impaired because a person was sick, injured or disabled. These services may include physical and occupational therapies, speech-language pathology and psychiatric Rehabilitation Services in a variety of inpatient or outpatient settings.
- 2.70 **Residential Treatment** is a 24-hour intensive, structured and supervised treatment program providing inpatient care but in a non-Hospital environment, and is utilized for those mental health or substance use disorders that cannot be effectively treated in an outpatient or Partial Hospitalization environment.
- 2.71 **Retail Clinics** are a category of walk-in medical facilities located inside pharmacies, supermarkets and other retail establishments that treat uncomplicated minor illnesses and provide preventive Health Care Services, generally delivered by nurse practitioners, and often without a Physician on the premises.
- 2.72 **Service Area** means those counties in the State of Florida where AvMed has been approved to conduct business by the Agency for Health Care Administration (AHCA), and where Covered Benefits and Covered Services are available from In-Network Providers to Members of the AvMed Achieve Plan.
- 2.73 **Shared Savings Incentive** means a voluntary and optional financial incentive that a health insurer may provide to an insured for choosing certain Shoppable Health Care Services under a Shared Savings Incentive Program.
- 2.74 **Shoppable Health Care Service** means a lower-cost, high-quality nonemergency Health Care Service for which a Shared Savings Incentive is available for insureds under a health insurer's Shared Savings Incentive Program.
- 2.75 **Skilled Nursing Facility** means an institution or part thereof that is licensed as a Skilled Nursing Facility by the State of Florida, and is accredited as a Skilled Nursing Facility by The Joint Commission or recognized as a Skilled Nursing Facility by the Secretary of Health and Human Services of the United States under Medicare.
- 2.76 **Sound Natural Teeth (Tooth)** means teeth that are whole or properly restored (restoration with amalgams, resin or composite only); are without impairment, periodontal, or other Conditions; and are not in need of services provided for any reason other than an Accidental Dental Injury. For purposes of this Contract, a tooth previously restored with a crown inlay, onlay, or porcelain restoration, or treated by endodontics, is not considered a Sound Natural Tooth.
- 2.77 **Specialty Physician** means any in-network Physician licensed under Chapter 458 (Physician), 459 (osteopath), 460 (chiropractor) or 461 (podiatrist), *Florida Statutes*, other than the Member's Primary Care Physician.
- 2.78 **Subscriber** means an employee of the Subscribing Group who meets all applicable requirements of Part III. ELIGIBILITY FOR COVERAGE, enrolls in the Plan, and for whom the Premium prepayment required by Part VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES AND OTHER EXPENSES, has actually been received by AvMed.
- 2.79 **Subscribing Group** means a corporation, partnership, limited liability company, or other legal entity (and its wholly-owned subsidiaries) that negotiates and agrees to contract for the Health Care Services and benefits provided herein for its eligible employees.
- 2.80 **Substance Dependency** means a Condition where a person's alcohol or drug use injures his health, interferes with his social or economic functioning, or causes the individual to lose self-control.

- 2.81 **Total Disability** means a totally disabling Condition resulting from an illness or injury that prevents a Member from engaging in any employment or occupation for which he may otherwise become qualified by reason of education, training or experience, and for which the Member is under the regular care of a Physician.
- 2.82 **Urgent Care Center** means a facility licensed to provide care for minor injuries and illnesses that require immediate attention, but are not severe enough for a trip to an emergency facility, including cuts, sprains, eye injuries, colds, flu, fever, insect bites, and simple fractures. For purposes of this Contract, an Urgent Care Center is not a Hospital, Skilled Nursing Facility, Outpatient Rehabilitation Facility or Retail Clinic.
- 2.83 **Urgent Medical Condition** means a Condition manifesting itself by acute symptoms that are of lesser severity than those recognized for an Emergency Medical Condition, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the illness or injury to place the health or safety of the Member or another individual in serious jeopardy, in the absence of medical treatment within 24 hours. Examples of Urgent Medical Conditions include high fever, dizziness, animal bites, sprains, severe pain, respiratory ailments and infectious illnesses.
- 2.84 **Urgent Medical Services and Care** means medical screening, examination and evaluation in an ambulatory setting outside of a Hospital emergency department, including an Urgent Care Center, Retail Clinic or PCP office after-hours, on a walk-in basis and usually without a scheduled appointment; and the Covered Services for those Conditions which, although not life-threatening, could result in serious injury or disability if left untreated.
- 2.85 **Utilization Management Programs** means those comprehensive initiatives that are designed to validate medical appropriateness, including Medical Necessity, and to coordinate Covered Services and supplies, including:
- concurrent review of all patients hospitalized in acute care, psychiatric, rehabilitation, and Skilled Nursing Facilities, including on-site review when appropriate;
  - case management and discharge planning for all inpatients and those requiring continued care in an alternative setting (such as home care or a Skilled Nursing Facility) and for outpatients when deemed appropriate; and
  - prospective reviews for select Health Care Services to ensure that services are Medically Necessary Covered Benefits under this Contract.
- 2.86 **Ventilator Dependent Care Unit** means any facility, other than an acute care Hospital setting, that provides services to ventilator dependent patients including all types of facilities known as sub-acute care units, ventilator dependent units, alternative care units, sub-acute care centers and all other like facilities, whether maintained in an Independent Facility or maintained in a Hospital or Skilled Nursing Facility setting.
- 2.87 **Virtual Visits:**
- Telehealth Services are live, interactive audio and visual transmissions of a Physician-patient encounter from one site to another, using telecommunications technologies and may include transmissions of real-time telecommunications or those transmitted by store-and-forward technology.
  - Telemedicine Services are Health Care Services provided via telephone, the Internet, or other communications networks or devices that do not involve direct, in-person patient contact.

### III. ELIGIBILITY FOR COVERAGE

Any employee and the dependents of an employee who meet and continue to meet the eligibility requirements described in this Contract, will be entitled to enroll in coverage under this Contract. These eligibility requirements are binding upon you and your eligible dependents. We may require acceptable documentation that an individual meets and continues to meet the eligibility requirements (e.g. proof of residency, copies of a court order naming the Subscriber as legal guardian, or appropriate adoption documentation, as described in Part IV. ENROLLMENT AND EFFECTIVE DATE OF COVERAGE).

- 3.1 **Subscriber Eligibility.** To be eligible to enroll as a Subscriber, a person must be:
- an employee of the Subscribing Group who works the required number of hours per week as set forth in the Group Master Application for this Contract. The employee must either work or reside in the Achieve Plan Service Area; and
  - employed for the period of time required for eligibility as set forth in the Group Master Application; and
  - entitled on his own behalf to participate in the medical and Hospital care benefits arranged by the Subscribing Group under this Contract.
- 3.2 **Dependent Eligibility.** To be eligible to enroll as a Covered Dependent, a person must be:
- the spouse of a Subscriber under a legally valid existing marriage; or
  - the child of a Subscriber or a Covered Dependent of the Subscriber, provided that the following conditions apply:
    - the child is under the age of 26; and
    - the natural child or stepchild of the Subscriber;
    - a legally adopted child in the custody of the Subscriber;
    - a child for whom the Subscriber or the Subscriber's covered spouse has been appointed legal guardian pursuant to a valid court order; or
    - the newborn child of a Covered Dependent child of the Subscriber (such coverage terminates 18 months after the birth of the newborn child).
- 3.3 **Qualified Medical Child Support Order (QMCSO).** In the event an eligible dependent child does not reside with the Subscriber, coverage will be extended when the Subscriber is obligated by QMCSO to provide medical care. You (or your beneficiaries) may obtain, without charge, copies of the Plan's procedures governing QMCSOs and a sample QMCSO by contacting the Plan Administrator.
- 3.4 **Extended Coverage for Dependent Children**
- Dependent Children Aged 26 to 30. A dependent child who meets the following requirements may be eligible for coverage until the end of the calendar year in which the child reaches age 30, if the child:
    - is unmarried and does not have a dependent of his own;
    - resides within the Service Area, or is a Full-Time or Part-Time Student; and
    - is not provided coverage under any other group, blanket or franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Medicare.
  - Continuous Coverage Requirement. If an eligible dependent child is covered under this Contract after reaching age 26, and the child's coverage is subsequently terminated before the end of the calendar year in which the child reaches age 30, the child is ineligible to be covered again under this Contract unless the child was continuously covered by other creditable coverage without a coverage gap of more than 63 days.
  - Children with Disabilities - Attainment of Limiting Age. Attainment of the limiting age by an eligible dependent child will not operate to exclude from or terminate the coverage of such child while such child is, and continues to be, both:
    - incapable of self-sustaining employment by reason of intellectual or physical disability; and
    - chiefly dependent upon the Subscriber for support and maintenance.
    - Proof of such incapacity and dependency must be furnished to AvMed within 30 days after the date the child attains the limiting age, and subsequently as may be required by AvMed but not more frequently than annually after the two-year period following the child's attainment of the limiting age.
  - Dependent Students on Medically Necessary Leave of Absence
    - If an eligible dependent child is covered because they are a Full-Time or Part-Time Student at a post-secondary school, and they no longer meet the Plan's definition of Full-Time or

Part-Time Student due to a Medically Necessary leave of absence, coverage may be extended until the earlier of the following:

- 1) one year after the Medically Necessary leave of absence begins; or
  - 2) the date coverage would otherwise terminate under the Contract.
- ii. The Medically Necessary leave of absence or change in enrollment status must begin while the child is suffering from a serious illness or injury; or the leave of absence from the school must be medically certified by the child's Attending Physician; and
  - iii. certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change of enrollment) is Medically Necessary.

3.5 **Eligibility Requirements Control.** The eligibility requirements set forth herein shall at all times control and no coverage contrary thereto shall be effective. Coverage shall not be implied due to clerical or administrative errors if such coverage would be contrary to this Part.

3.6 **Enrollment Restriction.** No person is otherwise eligible to enroll hereunder whose AvMed coverage was previously terminated for non-payment of Premium or cause, except with AvMed's written approval.

#### **IV. ENROLLMENT AND EFFECTIVE DATE OF COVERAGE**

With respect to eligible employees and eligible dependents properly enrolled, coverage becomes effective, at 12:00 a.m. on the date specified in your Plan materials. With respect to eligible individuals who are subsequently enrolled, coverage will become effective at 12:00 a.m. on the date described in this Part. Any individual who is not properly enrolled hereunder will not be covered under this Contract, and AvMed has no obligation whatsoever to any individual who is not properly enrolled.

4.1 **Open Enrollment.** During the Subscribing Group's annual open enrollment period any eligible employee, on behalf of himself and his eligible dependents, may elect to enroll in the Plan. Eligible employees and eligible dependents who enroll during the open enrollment period will be covered Members as of the effective date of this Contract or the subsequent anniversary thereof.

4.2 **Initial Enrollment.** New employees who are eligible for coverage must enroll by submitting any application forms acceptable to or provided by AvMed, along with supporting documentation as may be required, within 30 days after the date of becoming eligible. The effective date of coverage for an eligible new employee will be (i) the date immediately following completion of any applicable waiting period, or (ii) the first of the month following completion of any applicable waiting period, as set forth in the Group Master Application. If the required information is not received within 30 days after the date of eligibility the new employee may not enroll until the Subscribing Group's next annual open enrollment period, or a special enrollment period if applicable.

4.3 **Special Enrollment.** Under the circumstances described below, referred to as "qualifying events", eligible employees and/or eligible dependents may request to enroll in the Plan outside of the initial and annual open enrollment periods, during a special enrollment period.

- a. If an eligible employee or eligible dependents declined coverage under the Plan when it was first offered because of other group health plan or insurance coverage and that other coverage is lost due to any of the following qualifying events, the eligible employee or eligible dependents are entitled to a special enrollment period. Loss of other coverage due to an individual's failure to pay Premiums (including COBRA Premiums) on a timely basis, or termination of coverage for cause (fraud or intentional misrepresentation of material fact) will not trigger a special enrollment period.
  - i. exhaustion of COBRA continuation coverage;
  - ii. termination of employment or reduction in hours of employment;
  - iii. termination of employer Premium contributions;



- iv. change in dependent status due to: attainment of limiting age, change in legal custody or legal guardianship, divorce or annulment, or the death of an employee whose employment afforded the dependent coverage;
  - v. relocation out of an HMO service area;
  - vi. gaining eligibility for Premium assistance subsidy, or termination of coverage due to loss of eligibility, under Medicaid or CHIP.
- b. Upon gaining a new dependent (or dependents) as a result of any of the following qualifying events, a covered employee's new dependents, or an eligible employee on behalf of himself and his new dependents, may request to enroll during the special enrollment period, providing such dependents are otherwise eligible for coverage:
- i. marriage;
  - ii. birth;
  - iii. adoption or placement for adoption; or
  - iv. child support order or other court order (except for a court order to cover a former spouse).

#### 4.4 **Special Enrollment Procedures**

- a. A covered employee's eligible dependents, or an eligible employee on behalf of himself and his eligible dependents, must enroll by submitting any application or enrollment forms acceptable to or provided by AvMed, along with supporting documentation as we may require, within the following timeframes; otherwise, the eligible employee and/or eligible dependents must wait until the Subscribing Group's next annual open enrollment period:
- i. within 30 days after the date of the loss of other coverage (proof of continuous other coverage is required);
  - ii. within 30 days after the date of marriage (certificate of marriage is required);
  - iii. within 30 days after the date of placement in the Subscriber's home for adoption, or adoption, of a child other than a newborn (proof of such placement or adoption is required);
  - iv. within 60 days after gaining eligibility for Premium assistance, or loss of eligibility, under Medicaid or CHIP (proof of such change in eligibility is required);
  - v. within 60 days after the birth of a child, including an adopted newborn child, as described below (for an adopted newborn, a copy of a written agreement to adopt, entered into by the Subscriber prior to the birth of such child, is required).
    - 1) If notice is given within 30 days after the date of birth, no additional Premium will be charged for the newborn child's coverage during the 30-day period immediately following the newborn's birth.
    - 2) If notice is received within 31 to 60 days after the date of birth, we will charge the applicable Premium from the date of birth. You must pay the additional Premium for coverage to be provided for the newborn child.
    - 3) If notice is not received within 60 days after the date of birth, the child may not be enrolled until the Subscribing Group's next open enrollment period.

#### 4.5 **Special Enrollment Effective Date of Coverage.** The effective date of any coverage provided by AvMed is dependent upon the timely receipt of any enrollment forms and supporting documentation we may require. If received within the required timeframes, coverage will become effective as described below; otherwise, a Subscriber's eligible dependents, or an eligible employee on behalf of himself and his eligible dependents, may not enroll until the Subscribing Group's next open enrollment period:

- a. General Effective Date. Except as provided for newborns and adopted children (including adopted newborns), the effective date of coverage for eligible individuals properly enrolled will be the first day of the first month following receipt of the enrollment request.
- b. Newborns and Adopted Newborns. The effective date of coverage for a natural newborn child properly enrolled will be the moment of birth. For an adopted newborn properly enrolled,

coverage will be effective from the moment of birth provided a written agreement to adopt such child was entered into by the Subscriber prior to the birth of the child. However, coverage will not be required if the child is not ultimately placed in the Subscriber's home in compliance with Chapter 63, *Florida Statutes*.

- c. Adopted Children other than Newborns. The effective date of coverage for an adopted child properly enrolled, other than a newborn, will be the moment of placement in the Subscriber's home for adoption, or the date of adoption, whichever is earlier. However, coverage will not be required if the child is not ultimately placed in the Subscriber's home in compliance with Chapter 63, *Florida Statutes*.
- d. Qualified Medical Child Support Order (QMCSO). If a court has ordered coverage to be provided by you for a minor child who is an eligible dependent, you must submit to us any required application or enrollment forms including a copy of the court order, along with any additional Premium due. The effective date of coverage for the eligible dependent properly enrolled will be the date of the order. You must pay the additional Premium for coverage to be provided for the eligible dependent.

## **V. TERMINATION**

This Contract will continue in effect for one year from the effective date hereof, and may be renewed from year to year thereafter, subject to the following termination provisions. All rights to benefits under this Contract will cease at 12:00 a.m. (midnight) on the effective date of termination unless otherwise stated.

### **5.1 Termination of Group Contract by Subscribing Group**

- a. Termination on Anniversary Date. The Subscribing Group may terminate this Group Contract on the anniversary date by giving written notice to AvMed 15 days prior to the Contract anniversary date. In such event, benefits hereunder will terminate for all Members on the Group Contract expiration date.
- b. Early Termination. The Subscribing Group may terminate this Group Contract by giving at least 45 days prior written notice to AvMed. In such event, benefits hereunder will terminate for all Members on the date specified by the Subscribing Group in their written notice to AvMed and for which the Premium was paid.

### **5.2 Termination of Group Contract by AvMed**. AvMed may non-renew or discontinue this Group Contract based on one or more of the conditions listed below. In such event, benefits hereunder will terminate for all Members on the Contract termination date as described.

- a. Termination of Group Contract for Cause
  - i. Failure to Make Premium Payment. If the Subscribing Group fails to make payment of the monthly Premium by the Premium due date and within the grace period as provided in Part VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES AND OTHER EXPENSES, coverage hereunder will terminate for all Members for whom Premium payment has not been received, on the last day for which the monthly Premium was received.
    - 1) Coverage will remain in effect during the grace period. However, if Premium payments are not received by the end of the grace period, and AvMed has provided the Subscribing Group written notice of termination within 45 days after the Premium due date, late payment fees may apply and AvMed may retroactively terminate the Subscribing Group's coverage.
  - ii. Breach of Material Contract Provision. If the Subscribing Group fails to comply with a material provision of the Contract that relates to rules for employer Premium contributions or group participation, termination will be effective upon 45 days written notice from AvMed to the Subscribing Group.
  - iii. Fraud/Material Misrepresentation. If the Subscribing Group performs an act or practice that constitutes fraud, or makes an intentional misrepresentation of material fact under the terms of this Contract, the Subscribing Group's coverage will be immediately terminated.

- b. Notification by Subscribing Group Required. In the event of termination for the reasons described in paragraphs 5.2 a i. through 5.2 a iii. above, the Subscribing Group agrees to provide written notification of such termination to all its employees who are Subscribers under this Contract, and AvMed will be deemed to have complied with its notification requirements.
- c. No Enrollees in Service Area. If there are no longer any enrollees in connection with the Plan who work or reside in the Service Area, termination of coverage will be effective on the last day of the month for which Premium payments were received by AvMed.
- d. Discontinuation of Large Group Plans or Product
  - i. If we cease to offer AvMed Achieve Plans for Large Groups in the Service Area, we will provide written notice to the Subscribing Group at least 90 days prior to such discontinuation.
  - ii. If we cease to offer any Large Group coverage in the Service Area, we will provide written notice to the Subscribing Group at least 180 days prior to such discontinuation.
- e. Failure to Meet Eligibility or Participation Requirements. The Subscribing Group must meet group eligibility guidelines at each renewal period as specified in the Rate Letter (as defined in Part XVII. GENERAL PROVISIONS) to the Subscribing Group. Prior to the Subscribing Group's Contract anniversary date, AvMed will request written documentation to verify eligibility and participation requirements. Failure to timely meet such requirements, or return the appropriate documentation, will result in the termination of this Group Contract on the Subscribing Group's anniversary date.

### 5.3 Termination of a Member's Coverage

- a. Loss of Eligibility. Subject to the continuation rights described herein:
  - i. *Subscribers*
    - 1) *Termination of Employment.* Upon the loss of a Subscriber's eligibility for coverage due to termination of employment, coverage for the Subscriber and the Subscriber's Covered Dependents will terminate on the last day of the Subscriber's employment, or the last day of the month for which the monthly Premium was paid and during which the Subscriber was eligible for coverage, as set forth in the Group Master Application.
    - 2) *Other Loss of Eligibility.* Upon the loss of a Subscriber's eligibility for coverage due to a qualifying event other than termination of employment, coverage for the Subscriber and the Subscriber's Covered Dependents will terminate on the date of the qualifying event, or the last day of the month for which the monthly Premium was paid and during which the Subscriber was eligible for coverage, as set forth in the Group Master Application.
  - ii. *Covered Dependents.* Upon the loss of a Covered Dependent's eligibility except as described in the following paragraphs 1) and 2), coverage will terminate on the date eligibility is lost, or the last day of the month for which the monthly Premium was paid and during which the Covered Dependent was eligible for coverage, as set forth in the Group Master Application.
    - 1) Covered Dependent children who reach age 26 and are not otherwise eligible for coverage, will cease to be covered on the last day of the month during which the child turns 26.
    - 2) Covered Dependent children who reach age 30 and are not otherwise eligible for coverage, will cease to be covered on the last day of the calendar year during which the child turns 30.
  - iii. *Notification Requirements – Responsibility of Subscribing Group and Subscriber*
    - 1) It is the sole responsibility of the Subscribing Group to notify AvMed in writing within 30 days after the effective date of termination regarding any Subscriber who becomes ineligible to participate in the Plan.
    - 2) It is the sole responsibility of Subscribers to notify AvMed in writing within 30 days after the date of a Covered Dependent's loss of eligibility.

- 3) Failure of the Subscribing Group or Subscribers to provide timely written notice may lead to retroactive termination of the Subscriber and/or Covered Dependents. The effective date for any such retroactive termination will be the last day for which the Premium was received by AvMed, and during which the Subscriber and/or Covered Dependents were eligible for coverage.

b. Termination of Coverage for Cause

- i. AvMed may terminate the coverage of any Member immediately upon written notice for the following reasons which lead to a loss of Member eligibility:
  - 1) fraud, intentional Material Misrepresentation of fact, or intentional omission in applying for membership, coverage or benefits under this Contract. However, relative to a misstatement in the Application, after two years from the issue date, only fraudulent misstatements in the Application may be used to void the Contract or deny any Claim for a loss occurred or disability starting after the two-year period;
  - 2) misuse of AvMed's Identification Card furnished to the Member;
  - 3) furnishing to AvMed incorrect or incomplete information for the purpose of obtaining membership, coverage or benefits under this Contract; or
  - 4) behavior which is disruptive, unruly, abusive or uncooperative to the extent that the Member's continuing coverage under this Contract seriously impairs AvMed's ability to administer this Contract or to arrange for the delivery of Health Care Services to the Member or other Members, after AvMed has attempted to resolve the Member's problem.

5.4 **Retroactive Termination.** Retroactive adjustments in coverage will only be made for up to a 60-day period from the date of notification. In the event of retroactive termination due to the Subscribing Group's nonpayment of Premiums, or failure of the Subscribing Group or Members to timely notify AvMed of Member ineligibility, AvMed will not be responsible for Claims we incur in arranging for the provision of benefits to Members under the terms of this Contract after the effective date of such retroactive termination.

5.5 **AvMed's Obligations upon Termination.** Upon termination of your coverage for any reason, AvMed will have no further liability or responsibility to you under this Contract whatsoever, except as specifically described herein.

5.6 **Continuation Coverage Rights Under COBRA**

a. Introduction.

- i. This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.
- ii. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.
- iii. *You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.*

b. What is COBRA continuation coverage?

- i. COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay the entire cost for COBRA continuation coverage, plus a 2% administrative fee for the duration of the COBRA continuation coverage.
- ii. If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:
  - 1) Your hours of employment are reduced, or
  - 2) Your employment ends for any reason other than your gross misconduct.
- iii. If you’re the spouse of an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:
  - 1) Your spouse dies;
  - 2) Your spouse’s hours of employment are reduced;
  - 3) Your spouse’s employment ends for any reason other than his or her gross misconduct;
  - 4) Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
  - 5) You become divorced or legally separated from your spouse.
- iv. Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:
  - 1) The parent-employee dies;
  - 2) The parent-employee’s hours of employment are reduced;
  - 3) The parent-employee’s employment ends for any reason other than his or her gross misconduct;
  - 4) The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
  - 5) The parents become divorced or legally separated; or
  - 6) The child stops being eligible for coverage under the Plan as a “dependent child.”
- v. If your plan offers retiree coverage, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee’s spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

c. When is COBRA continuation coverage available?

- i. The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:
  - 1) The end of employment or reduction of hours of employment;
  - 2) Death of the employee;
  - 3) If your Plan provides retiree health coverage, the commencement of a proceeding in bankruptcy with respect to the employer; or
  - 4) The employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both).
- ii. *For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days. You must provide this notice to: AvMed Enrollment and Premium Services, using the contact information listed at the end of this Notice. You*

must include the Member's name, ID number and address, the names of all qualified beneficiaries, and the name of the Subscribing Group.

d. How is COBRA continuation coverage provided?

- i. Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.
- ii. COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.
- iii. There are also ways in which this 18-month period of COBRA continuation coverage can be extended:
  - 1) *Disability extension of 18-month period of COBRA continuation coverage.* If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. The Plan Administrator must be notified before the end of the initial 18 months of COBRA coverage, and within 60 days after the date of the disability determination.
  - 2) *Second qualifying event extension of 18-month period of continuation coverage.* If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

e. Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

f. If you have questions. Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.healthcare.gov](http://www.healthcare.gov).

g. Keep your Plan informed of address changes. To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.



- h. Plan contact information: AvMed Enrollment and Premium Services, 9400 South Dadeland Blvd., Suite 510, Miami, FL 33156. You may also contact AvMed by fax at 305-671-0087 or by email at [enrollment@avmed.org](mailto:enrollment@avmed.org). For further information, contact AvMed's COBRA Coordinator at: AvMed Enrollment and Premium Services, Attention: COBRA Coordinator, 9400 South Dadeland Blvd., Suite 510, Miami, FL 33156, or by telephone at 305-671-5437 extension 26109.

**5.7 Continuation Coverage during Leaves of Absence**

- a. Family and Medical Leaves of Absence (FMLA). Under FMLA, a Subscriber may be entitled to up to a total of 12 weeks of unpaid, job-protected leave during each calendar year for the following:
- i. the birth of the Subscriber's child, to care for the newborn child, or for placement of a child in the Subscriber's home for adoption or foster care;
  - ii. to care for a spouse, child or parent with a serious health condition; or
  - iii. for the Subscriber's own serious health condition.
  - iv. If the FMLA leave is paid, such pay will be reduced by the Subscriber's before-tax Premium contributions as usual for the coverage level in effect on the date FMLA leave begins. If FMLA leave is unpaid, the Subscriber will be required to pay Premium contributions directly to the employer until returning to active pay status.
  - v. If a Subscriber notifies the employer that he is terminating employment during FMLA leave, coverage will end on the date of notification. If the Subscriber does not return to work on the expected FMLA return date, and the employer is not notified of the intent to either terminate employment or extend the period of leave, coverage will end on the date the Subscriber was expected to return.
  - vi. Plan elections may not be changed during FMLA leave unless an open enrollment occurs or the Subscriber has a change in status event or a special enrollment event under The Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. Military Caregiver Leave Entitlements. Subscribers who need to provide care for injured service members may also be eligible for FMLA as follows. FMLA leave for this purpose is called "military caregiver leave." Military caregiver leave allows an eligible Subscriber who is the spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave during a single 12-month period to provide care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.
- c. Military Leaves of Absence. If a Subscriber is absent from work due to military service, continuation coverage under the Plan (including coverage for enrolled dependents) may be elected for up to 24 months from the first day of absence (or if earlier, until the day after the date the Subscriber is required to apply for or return to active employment with the employer under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)). The Subscriber's Premium contributions for continued coverage will be the same as for similarly situated active Members in the Plan. Whether or not coverage is continued during military service, a Subscriber may reinstate coverage under the Plan option elected on return to employment under USERRA. The reinstatement will be without any waiting period otherwise required under the Plan, except to the extent that any required waiting period was not completed prior to the start of the military service.

- 5.8 Extension of Benefits.** In the event this Contract is terminated for any reason, except nonpayment of Premium or as set forth in this Section, such termination will be without prejudice to any continuous losses to a Member which commenced while this Contract was in force, but any extension of benefits beyond the date of termination will be predicated upon the Member's continuous Total Disability, as defined in Part II. DEFINITIONS, and will be limited to payment for the treatment of a specific accident or illness incurred while coverage under this Contract was effective.

- a. The extension of benefits covered under this Contract will be limited to the occurrence of the earliest of the following events:
  - i. the expiration of 12 months;
  - ii. such time as the Member is no longer totally disabled;
  - iii. a succeeding carrier elects to provide replacement coverage without limitation as to the disability condition; or
  - iv. the maximum benefits payable under this Contract have been paid.
- b. In the case of maternity coverage, when not covered by the succeeding carrier, a reasonable extension of this Contract's benefits will be provided to cover maternity expenses for a covered pregnancy that commenced while the policy was in effect. The extension will be for the period of that pregnancy only and will not be based upon Total Disability.
- c. Except as provided above, no Subscriber is entitled to an extension of benefits if the termination of this Contract by AvMed, is based upon one or more of the following reasons:
  - i. fraud or intentional misrepresentation in applying for any benefits under this Contract;
  - ii. disenrollment for cause; or
  - iii. the Subscriber has left the Service Area with the intent to work and reside outside the Service Area.

## **VI. PREMIUMS, COPAYMENTS, COINSURANCE, DEDUCTIBLES AND OTHER EXPENSES**

This Part explains the Premium payment responsibilities of the Subscribing Group under this Contract, and Members' monetary responsibility for expenses for Covered Services received. Members are responsible and will be liable for applicable Deductibles, Copayments or Coinsurance amounts which must be paid to Health Care Providers for certain services at the time services are rendered, as shown in the Schedule of Benefits. In addition to the information explained in this Part, it is important that you refer to your Schedule of Benefits to determine your share of the costs for Covered Services.

### **6.1 Subscribing Group's Obligations**

- a. Monthly Premium Payment. On or before the first day of each month for which coverage is sought, Subscribing Group or its designated agent will remit to AvMed, on behalf of each Subscriber and his Covered Dependents, the monthly Premium based on the Rate Letter (as defined in Part XVII. GENERAL PROVISIONS), and the Group Master Application. Only Members for whom the stipulated payment is actually received by AvMed will be entitled to the Health Care Services covered under this Contract and then only for the period for which such payment is applicable.
- b. Grace Period. This Contract has a ten-day grace period. This provision means that if any required Premium is not paid on or before the date it is due, it must be paid during the grace period. Acceptance of payment received after the grace period will be solely at AvMed's discretion, and may be subject to late payment fees.
  - i. Coverage will remain in force during the grace period. However, if payment is not received by the last day of the grace period, and AvMed has provided the Subscribing Group written notice of termination within 45 days after the Premium due date, termination of this Contract for nonpayment of the Premium will be retroactive to 12:00 a.m. (midnight) on the last day for which the Premium was received by AvMed, unless Premium payment has otherwise been contractually adjusted and specified by the parties in a fully executed addendum to this Contract.
  - ii. In the event of retroactive termination for any reason, AvMed reserves the right to recover an amount equal to the Allowed Amount or Maximum Allowable Payment for any Health Care Services provided after the effective date of such retroactive termination, less any Premiums received by us for such Member's coverage after such date. Premiums paid to AvMed by the Subscribing Group for any Member after the date on which that Member's eligibility ceased or the Member was terminated will be refunded on a pro rata basis, and

limited to the total excess Premium amounts paid, less any Claims incurred after the effective date of termination.

## 6.2 **Member's Obligations**

- a. Calendar Year Deductible. This amount, when applicable, must be satisfied each calendar year before AvMed's payment toward Covered Services will begin. Subject to Section 12.9, only those expenses for Covered Services submitted on Claims to AvMed will be credited toward the Calendar Year Deductible, and only up to the applicable Allowed Amount or Maximum Allowable Payment. Certain Covered Services may not be subject to the Calendar Year Deductible, as shown in your Schedule of Benefits.
  - i. *Self-only or Individual Calendar Year Deductible*. The Self-only or Individual Calendar Year Deductible, when applicable, must be satisfied by each Member each calendar year before AvMed's payment toward Covered Services will begin during that calendar year.
  - ii. *Family Calendar Year Deductible*. The Family Calendar Year Deductible, when applicable, may be satisfied by any combination of two or more family Members meeting the Family Deductible amount. The maximum amount that any one Member in a family can contribute toward the Family Calendar Year Deductible is the Individual Calendar Year Deductible. Once the Family Calendar Year Deductible has been satisfied, no other Member in the family will have any additional Calendar Year Deductible responsibility for the remainder of that calendar year.
- b. Same Calendar Year Look-Back Credit. This provision means that eligible expenses incurred by a Member while covered under the Subscribing Group's prior carrier will be credited toward satisfaction of the Calendar Year Deductible and Out-of-Pocket Maximum under this Plan if:
  - i. the expenses were incurred before the effective date of this Plan but within the same calendar year; and
  - ii. the expenses were applied toward satisfaction of the Deductible or Out-of-Pocket Maximum under the prior coverage before the effective date of this Plan but within the same calendar year; and
  - iii. the expenses were for items or services that are Covered Benefits under this Contract. However, in order to receive credit, you may be required to provide AvMed written proof of what was paid from the prior carrier.
- c. Copayment and Coinsurance Requirements. Covered Services rendered by certain Health Care Providers will be subject to a Copayment or Coinsurance requirement. This is the fixed dollar amount (Copayment) or percentage (Coinsurance) of the Allowed Amount or Maximum Allowable Payment you have to pay when you receive these services. Please refer to your Schedule of Benefits for particular Covered Services that are subject to a Copayment or Coinsurance. All applicable Calendar Year Deductible, Copayment or Coinsurance amounts must be satisfied before we will pay any portion of the cost for Covered Services.
- d. Calendar Year Out-of-Pocket Maximum. Subject to Section 12.9, Deductible, Copayment and Coinsurance amounts paid for Covered Benefits received during the calendar year will accumulate toward the Calendar Year Out-of-Pocket Maximum. Expenses for items and services that are not, as determined by AvMed, Medically Necessary Covered Benefits or Covered Services under this Contract will not accumulate toward the Calendar Year Out-of-Pocket Maximums.
  - i. *Individual Calendar Year Out-of-Pocket Maximum*. Once a Member reaches the Individual Calendar Year Out-of-Pocket Maximum amount shown in the Schedule of Benefits, we will pay for Covered Services received by that Member during the remainder of that calendar year at 100% of the Allowed Amount or Maximum Allowable Payment.
  - ii. *Family Calendar Year Out-of-Pocket Maximum*. If your Plan includes a Family Calendar Year Out-of-Pocket Maximum, once your family has reached the Family Calendar Year Out-of-Pocket Maximum amount shown in your Schedule of Benefits, we will pay for Covered Services received by you and your Covered Dependents during the remainder of that calendar year at 100% of the Allowed Amount or Maximum Allowable Payment. The maximum amount any one Member in a family can contribute toward the Family

Calendar Year Out-of-Pocket Maximum is the Individual Calendar Year Out-of-Pocket Maximum.

- 6.3 **Additional Expenses You Must Pay.** In addition to your share of expenses as described above, you are responsible for payment of charges for:
- a. non-covered services;
  - b. Prescription Drug Brand Additional Charges; and
  - c. expenses for Claims denied because we did not receive information requested from you regarding any other coverage and the details of such coverage.
- 6.4 **Estimate of Cost for Services.** You may obtain an estimate of the cost for particular services from In-Network Providers by contacting AvMed's Member Engagement Center at the telephone number on page ii of this Contract or on your AvMed Identification Card. The fact that we may provide you with such information does not mean, and will not be construed to mean, that the particular service is a Covered Service. All terms and conditions of this Contract apply.

## **VII. PHYSICIANS, HOSPITALS AND OTHER PROVIDERS**

- 7.1 **Provider and Service Arrangement.** AvMed is committed to arranging for comprehensive prepaid Health Care Services rendered to Members through the Achieve Plan's network of contracted Physicians, Hospitals and other Health Professionals as described in this Contract, under reasonable standards of quality health care. The professional judgment of a Physician licensed under Chapter 458 (Physician), 459 (osteopath), 460 (chiropractor) or 461 (podiatrist), *Florida Statutes*, concerning the proper course of treatment for a Member, will not be subject to modification by AvMed or its Board of Directors, Officers, or Administrators. However, this Section is not intended to, and will not, restrict any Utilization Management Program established by AvMed.
- 7.2 **Primary Care Physicians.** With the AvMed Achieve Plan, each Member may select a PCP upon enrollment, but is not required to do so. Although you have the option to select any provider, we encourage you to select and develop a relationship with a PCP. You can choose any PCP who is available and accepting new patients, from the list of PCPs who are AvMed Achieve In-Network Providers.
- a. Advantages of utilizing a PCP
    - i. PCPs are trained to provide a broad range of medical care. Developing and continuing a relationship with a PCP allows the Physician to become knowledgeable about you and your family's health history and act as a valuable resource to coordinate your overall healthcare needs.
    - ii. A PCP can help you determine when you need to visit a Specialty Physician and help you find one based on your PCP's knowledge of you and your specific healthcare needs.
    - iii. Care rendered by PCPs usually results in lower out-of-pocket expenses for you.
  - b. Selecting a PCP
    - i. Types of PCPs include family, general, and internal medicine practitioners, OB/GYNs who may be selected as PCPs for women, and pediatricians who may be selected as PCPs for children.
    - ii. You must notify AvMed of your PCP selection. Members must also notify and receive approval from AvMed prior to changing PCPs. PCP changes will become effective on the first day of the month after AvMed is notified.
- 7.3 **Specialty Physicians.** You are entitled to see in-network Specialty Physicians under this Achieve Plan without the requirement of a referral from your PCP.
- 7.4 **Provider Directory.** The names and addresses of AvMed Achieve Plan In-Network Providers are set forth in a separate booklet which, by reference, is made a part hereof. The list of In-Network Providers, which may change from time to time, will be provided to all Subscribing Groups. The list of In-Network Providers may also be accessed from AvMed's website at [www.avmed.org](http://www.avmed.org). In-network Health Care Providers may from time to time cease their affiliation with AvMed. In such

cases, Members may be required to receive services from another in-network Health Care Provider. Notwithstanding the printed booklet, the names and addresses of In-Network Providers on file with AvMed at any given time will constitute the official and controlling list of In-Network Providers.

- 7.5 **Resident Referral to Skilled Nursing Unit or Assisted Living Facility.** If you currently reside in a continuing care facility or a retirement facility consisting of a nursing home or assisted living facility and residential apartments, this notice applies to you. You may request to be referred to that facility's skilled nursing unit or assisted living facility. If the request for referral is denied, you may use the appeal process described in Part XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.

## **VIII. ACCESSING COVERED BENEFITS AND SERVICES**

- 8.1 **Covered Benefits and Services.** Members are entitled to receive Covered Benefits and Services only as specified herein, appropriately prescribed or directed by In-Network Providers in conformity with Part II. DEFINITIONS, Part IX. COVERED MEDICAL SERVICES, Part X. LIMITATIONS OF COVERED MEDICAL SERVICES, Part XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES, Part XII. PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS, and the Schedule of Benefits, which by reference is made a part of this Contract.
- a. Except for Emergency Medical Services and Care as provided in Part IX. COVERED MEDICAL SERVICES, all services must be received from In-Network Physicians and Providers within the Service Area, and AvMed will have no liability or obligation whatsoever on account of services or benefits sought or received by any Member from any Out-of-Network Provider, or other person, institution or organization, unless prior arrangements have been made for the Member and confirmed by written referral or Prior Authorization from AvMed.
  - b. If a Member does not follow the access rules described herein, he risks having the services and supplies received not covered under this Contract.
- 8.2 **Member's Responsibility in Seeking Covered Benefits and Services.** Members are solely responsible for selecting a provider when obtaining Health Care Services and for verifying whether that provider is an In-Network Provider at the time Health Care Services are rendered. Members are also responsible for determining any corresponding payment options at the time the Health Care Services are rendered. It is the Member's responsibility when seeking benefits under this Contract to identify himself as a Member of AvMed and to assure that services received by the Member are rendered by in-network Health Professionals.
- 8.3 **Decision-Making for Health Care Services.** Any and all decisions pertaining to the medical need for, or desirability of, the provision or non-provision of Health Care Services, including without limitation the most appropriate level of such services, must be made solely by the Member and his Physician in accordance with the normal patient/Physician relationship for purposes of determining what is in the best interest of the Member.
- a. AvMed does not have the right of control over the medical decisions made by a Member's Physician. A Member and his Health Professionals are responsible for deciding what medical care should be rendered or received and when that care should be provided. AvMed is solely responsible for determining whether expenses incurred for Health Care Services are Covered Benefits or Covered Services under this Contract. In making coverage decisions, we will not be deemed to participate in or override your decisions concerning your health or the medical decisions of your Attending Physicians and other Health Professionals.
  - b. The ordering of a service by a Health Care Provider does not in itself make such service Medically Necessary or a Covered Service. The Subscribing Group and Members acknowledge it is possible that a Member and his Physicians may determine that such services are appropriate even though such services are not covered and will not be arranged or paid for by AvMed.
- 8.4 **Pre-existing condition exclusions are not applicable** under this Contract.
- 8.5 **Medicare Secondary Payer Provision.** If you become eligible for Medicare while covered under this Plan, please visit [www.medicare.gov](http://www.medicare.gov) or contact your local Social Security office to learn about your

eligibility, coverage options, enrollment periods and necessary steps to follow to ensure that you have adequate coverage. Members are urged to carefully review Part XIV. COORDINATION OF BENEFITS for more information about how this Plan works with Medicare.

**8.6 Care Management Programs**

- a. We have established (and from time to time establish) various Member-focused health education and information programs as well as benefit Utilization Management Programs and utilization review programs. These voluntary programs, collectively called the Care Management Programs, are designed to:
  - i. provide you with information that will help you make more informed decisions about your health;
  - ii. help us facilitate the management and review of the coverage and benefits provided under our policies; and
  - iii. present opportunities as explained below, to mutually agree upon alternative benefits for cost-effective medically appropriate Health Care Services.
- b. Please note that we reserve the right to discontinue or modify our Prior Authorization requirements and any Care Management Programs at any time without your consent.

**8.7 Concurrent Review and Discharge Planning.** We may review Hospital stays, Skilled Nursing Facility services, and other Health Care Services rendered during the course of an inpatient stay or treatment program. We may conduct this review while you are an inpatient or after your discharge. The review is conducted solely to determine whether we should provide coverage or payment for a particular admission or Health Care Services rendered during that admission. Using our established criteria then in effect, a concurrent review of the inpatient stay may occur at regular intervals. We will provide notification to your Physician when inpatient Coverage Criteria is no longer met. In anticipation of your needs following an inpatient stay, we may provide you and your Physician with information about other Care Management Programs which may be beneficial to you, and we may help you and your Physician identify health care resources which may be available in your community. Upon request, we will answer questions your Physician has regarding your coverage or benefits following discharge from the Hospital or Other Health Care Facility.

**8.8 Medical Necessity.** In order for Health Care Services to be covered under this Contract, such services must meet all of the requirements to be a Covered Benefit or Covered Service, including being Medically Necessary, as defined by AvMed.

- a. Review of Medical Necessity. It is important to remember that any review of Medical Necessity by us is solely for the purposes of determining coverage, benefits, or payment under the terms of this Contract and not for the purpose of recommending or providing medical care. In this respect, we may review specific medical facts or information pertaining to you. Any such review, however, is strictly for the purpose of determining whether a Health Care Service provided or proposed meets the definition of Medical Necessity in this Contract, as determined by us. In applying the definition of Medical Necessity in this Contract to a specific Health Care Service, we will apply our coverage and payment guidelines then in effect. You are free to obtain a service even if we deny coverage because the service is not Medically Necessary; however, you will be solely responsible for paying for the service.
  - i. Examples of hospitalization and other Health Care Services that are not Medically Necessary include:
    - 1) staying in the Hospital because arrangements for discharge have not been completed;
    - 2) staying in the Hospital because supervision in the home, or care in the home, is not available or is inconvenient; or being hospitalized for any service which could have been provided adequately in an alternate setting (e.g., Hospital outpatient department);
    - 3) inpatient admissions to a Hospital, Skilled Nursing Facility, or any other facility for the purpose of Custodial Care, convalescent care, or any other service primarily for the convenience of a Member, his family members or a provider; and



- 4) use of laboratory, x-ray, or other diagnostic testing that has no clear indication, or is not expected to alter your treatment.
- b. Whether or not a Health Care Service is specifically listed as an Exclusion, the fact that a provider may prescribe, recommend, approve, or furnish a Health Care Service does not mean that the service is Medically Necessary (as defined by us) or a Covered Service. Please refer to Part II. DEFINITIONS for the definition of “**Medically Necessary** or **Medical Necessity**”.

#### 8.9 **Prior Authorization of Services**

- a. Members must remember that services provided or received without Prior Authorization from AvMed when authorization is required, are not covered except when required to treat an Emergency Medical Condition. Furthermore, if an inpatient admission is extended beyond the number of days initially approved, without Prior Authorization for the continued stay, it may result in services not being covered. Before a service is performed, you should verify with your Health Professional that the service has received Prior Authorization. If you are unable to secure verification from your Health Professional, you may also call AvMed at 1-800-452-8633.
- b. Services that require Prior Authorization from AvMed include:
  - i. inpatient admissions (including Hospital and observation stays, Skilled Nursing Facilities, ventilator dependent care, acute rehabilitation and inpatient mental health or substance abuse services including Residential Treatment);
  - ii. surgical procedures or services performed in an outpatient Hospital or Ambulatory Surgery Center;
  - iii. complex diagnostic and therapeutic, and sub-specialty procedures (including CT, CTA, MRI, MRA, PET, and nuclear medicine) and psychological and neuropsychological testing;
  - iv. Partial Hospitalization and Intensive Outpatient Treatment;
  - v. Pain Management and outpatient Detoxification;
  - vi. radiation oncology;
  - vii. certain medications including Injectable Medications, and select medications administered in a Physician's office, an outpatient Hospital or infusion therapy setting;
  - viii. Home Health Care Services;
  - ix. cardiac rehabilitation;
  - x. dialysis services;
  - xi. transplant services;
  - xii. non-emergency transport services;
  - xiii. care rendered by Out-of-Network Providers (except for Emergency Medical Services and Care).
- c. Services requiring Prior Authorization may change from time to time. For more information about which services require Prior Authorization, contact AvMed's Member Engagement Center at 1-800-882-8633. You should always make sure your Physician contacts us to obtain Prior Authorization.

### **IX. COVERED MEDICAL SERVICES**

The Covered Benefits or Covered Services described below may be subject to Limitations, as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES and Exclusions as described in Part XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES. Please refer to Parts X. LIMITATIONS OF COVERED MEDICAL SERVICES and XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES for applicable benefit maximums, and services that are excluded under this Contract.

#### 9.1 **Allergy Injections, Allergy Skin Testing and Treatments**

#### 9.2 **Ambulance Services**

- a. Ambulance services provided by a local professional ground ambulance transport may be covered provided it is necessary, as determined by us, to transport you from:

- i. the place a medical emergency occurs to the nearest emergency facility appropriately staffed and equipped to provide proper care;
  - ii. a Hospital which is unable to provide proper care to the nearest emergency facility appropriately staffed and equipped to provide proper care;
  - iii. a Hospital to your nearest home or Skilled Nursing Facility when associated with an approved hospitalization or other confinement and your Condition requires the skill of medically trained personnel during the transport; or
  - iv. a Skilled Nursing Facility to your nearest home or a Hospital when associated with an approved hospitalization or other confinement and your Condition requires the skill of medically trained personnel during transport.
- b. Expenses for ambulance services by boat, airplane, or helicopter are covered under the following circumstances:
- i. the pick-up point is inaccessible by ground vehicle;
  - ii. speed in excess of ground vehicle speed is critical; or
  - iii. the travel distance involved in getting you to the nearest emergency facility appropriately staffed and equipped to provide proper care is too far for medical safety by ground vehicle, as determined by us.
- c. Member cost-sharing for air and water ambulance services is higher than for ground transportation.

9.3 **Ambulatory Surgery Centers.** Health Care Services rendered at in-network Ambulatory Surgery Centers are covered and include:

- a. use of operating and recovery rooms;
- b. respiratory, or inhalation therapy (e.g., oxygen);
- c. medications administered (except for take-home medications) at the Ambulatory Surgery Center;
- d. intravenous solutions;
- e. dressings, including ordinary casts;
- f. anesthetics and their administration;
- g. administration of, including the cost of, whole blood or blood products;
- h. transfusion supplies and equipment;
- i. diagnostic services, including radiology, ultrasound, laboratory, pathology and approved machine testing (e.g., EKG); and
- j. chemotherapy treatment for proven malignant disease.

9.4 **Anesthesia Administration Services.** Administration of anesthesia by a Physician or certified registered nurse anesthetist (CRNA) may be covered. In those instances where the CRNA is actively directed by a Physician other than the Physician who performed the surgical procedure, our payment for Covered Services, if any, will be made for both the CRNA and the Physician Health Care Services at the lower directed-services amount.

9.5 **Cardiac rehabilitation** means Health Care Services provided under the supervision of a Physician, or another appropriate Health Care Provider trained for cardiac therapy, for the purpose of aiding in the restoration of normal heart function in connection with a myocardial infarction, coronary occlusion or coronary bypass surgery. Cardiac rehabilitation is covered for acute myocardial infarction, percutaneous transluminal coronary angioplasty (PTCA), coronary artery bypass graft (CABG), and repair or replacement of heart valves or heart transplant. Please refer to Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.

9.6 **Child Cleft Lip and Cleft Palate Treatment.** For treatment of a child under the age of 18 who has a cleft lip or cleft palate, Health Care Services for child cleft lip and cleft palate, including medical, dental, speech therapy, audiology, and nutrition services are covered. See also **Physical, Occupational and Speech Therapies** in Part IX. The speech therapy coverage provided herein is subject to the Limitations described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES. In order

to be covered, the Member's Attending Physician must specifically prescribe such services and such services must be consequent to treatment of the cleft lip or cleft palate.

#### 9.7 **Child Health Supervision Services**

- a. Periodic Physician-delivered or Physician-supervised services from the moment of birth through the end of the month in which a Covered Dependent child turns 19, are covered as follows:
  - i. periodic examinations, which include a history, a physical examination, and a developmental assessment and anticipatory guidance necessary to monitor the normal growth and development of a child;
  - ii. immunizations; and
  - iii. laboratory tests normally performed for a well-child.
- b. Services must be provided in accordance with prevailing medical standards consistent with the Recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics.

#### 9.8 **Chiropractic Services.** Office visits for the purpose of evaluation and diagnosis, diagnostic x-rays, manual manipulation of the spine to correct subluxation, and certain rehabilitative therapies when performed within the scope of the practitioner's license are covered when determined by us to be Medically Necessary. Please refer to Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.

#### 9.9 **Clinical Trials**

- a. Routine patient care costs may be covered for Members enrolled in a qualifying clinical trial that is a Phase I, II, III, or IV clinical trial conducted for the prevention, detection, or treatment of:
  - i. cancer or other life-threatening disease or Condition that is, as determined by us, likely to lead to death unless the course of the disease or Condition is interrupted;
  - ii. a Phase I, II, or III clinical trial conducted for the detection or treatment of cardiovascular disease (cardiac/stroke) which is not life threatening; and
  - iii. surgical musculoskeletal disorders of the spine, hip and knees, which are not life-threatening.
- b. Routine patient care costs for qualifying clinical trials include:
  - i. Covered Services for which benefits are typically provided absent a clinical trial;
  - ii. Covered Services required solely for the provision of the investigational item or service, the clinically appropriate monitoring of the effects of the item or service, or the prevention of complications; and
  - iii. Covered Services needed for reasonable and necessary care arising from the provision of an Investigational item or service.
- c. To be eligible for participation in a clinical trial, the Member's Physician must provide documentation establishing that the Member meets all inclusion criteria for the clinical trial as defined by the researcher.
- d. Members are required to use an In-Network Provider for any clinical trials covered under this Contract.
- e. The clinical trial must meet the following criteria:
  - i. Federally funded or approved by one or more of the following:
    - 1) the National Institutes of Health (NIH);
    - 2) the Centers for Disease Control and Prevention;
    - 3) the Agency for Healthcare Research and Quality;
    - 4) the Centers for Medicare and Medicaid Services;
    - 5) a cooperative group or center of any of the entities listed above or the Department of Defense (DOD) or the Department of Veteran's Affairs (VA);

- 6) a qualified non-governmental research entity identified in the NIH guidelines for center support grants; or
- 7) the VA, DOD, or Department of Energy as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the Secretary of Health and Human Services to be both:
  - a) comparable to the system of peer review of studies and investigations used by the NIH; and
  - b) ensures unbiased review of the highest scientific standard by qualified individuals who have no interest in the outcome of the review.
- ii. Conducted under an investigational new drug application reviewed by the United States Food and Drug Administration; or
- iii. A drug trial that is exempt from having such an investigational new drug application.
- f. In addition, the clinical trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards before Members are enrolled in the trial. AvMed may, at any time, request documentation about the trial.
- g. The subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a Covered Service and is not otherwise excluded under this Contract.

9.10 **Complications of Pregnancy.** Health Care Services provided to you for the treatment of complications of pregnancy are Covered Services and will be treated the same as any other medical Condition. Complications of pregnancy include:

- a. acute nephritis;
- b. nephrosis;
- c. cardiac decompensation;
- d. eclampsia (toxemia with convulsions);
- e. ectopic pregnancy;
- f. uncontrolled vomiting requiring fluid replacement;
- g. missed abortion (i.e., fetal death without spontaneous abortion);
- h. therapeutic and missed abortion (i.e., termination of pregnancy before the time of fetal viability due to medical danger to the pregnant woman or when the pregnancy would result in the birth of an infant with grave malformation);
- i. Conditions that may require other than a vaginal delivery, such as: uterine wound separation, premature labor, unresponsive to tocolytic therapy, failed trial labor, dystocia (i.e., cephalopelvic disproportion, failure to progress, dysfunctional labor), fetal distress requiring neonatal support/intervention, breech presentation where external version is unsuccessful, active clinical herpes at delivery, placenta previa, transverse lie where external version is unsuccessful, presence of fetal anomaly;
- j. miscarriages;
- k. medical and surgical Conditions of similar severity; and
- l. Medically Necessary non-elective cesarean section.

9.11 **Dental Care**

- a. Dental Care is limited to the following:
  - i. care and stabilization treatment rendered within 90 days of an Accidental Dental Injury provided such services are for the treatment of damage to Sound Natural Teeth;
  - ii. extraction of teeth required prior to radiation therapy when you have a diagnosis of cancer of the head or neck.
- b. General anesthesia and hospitalization services are covered when required to assure the safe delivery of necessary dental treatment or surgery for a dental Condition which, if left untreated, is likely to result in a medical Condition if:

- i. a Member has one or more medical Conditions that would create significant or undue medical risk for the Member in the course of delivery of any necessary dental treatment or surgery if not rendered in a Hospital or Ambulatory Surgery Center; or
  - ii. a Covered Dependent child is under eight years of age and it is determined by a licensed dentist and the Covered Dependent's Attending Physician that dental treatment or surgery in a Hospital or Ambulatory Surgery Center is necessary due to a significantly complex dental Condition, or a developmental disability in which patient management in the dental office has proven to be ineffective.
- 9.12 **Dermatological Services.** AvMed will cover office visits to a dermatologist for Medically Necessary Covered Services, subject to the Limitations described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES. No prior referral or authorization is required for the first five visits to a dermatologist in a 12-month period for a dermatological problem.
- 9.13 **Diabetes Outpatient Self-Management.** All Medically Necessary equipment, supplies, and services to treat diabetes are covered. This includes outpatient self-management training and educational services if the Member's Primary Care Physician, or the Physician to whom the Member has been referred who specializes in diabetes treatment, certifies that the equipment, supplies or services are Medically Necessary. Diabetes outpatient self-management training and educational services must be provided under the direct supervision of a certified diabetes educator or a board certified endocrinologist under contract with AvMed.
- 9.14 **Diabetic Supplies.** Insulin and other covered anti-diabetic drugs and diabetic supplies, including needles, syringes, lancets, lancet devices and test strips, are covered under the Subscribing Group's supplemental Prescription Medication benefits. Insulin pumps, when Medically Necessary and accompanied by a prescription from your Physician, are covered under your medical benefits, subject to the cost-sharing for Durable Medical Equipment shown on your Schedule of Benefits.
- 9.15 **Diagnosis and treatment of Autism Spectrum Disorders and Down syndrome** through speech, occupational and physical therapy, and Applied Behavior Analysis services, for a Member who is (i) under 18 years of age, or (ii) 18 years of age or older and in high school, and was diagnosed at 8 years of age or younger as having a developmental disability. Services must be prescribed by the Member's Attending Physician in accordance with a treatment plan. The treatment plan required will include a diagnosis, the proposed treatment by type, the frequency and duration of treatment, the anticipated outcomes stated as goals, the frequency with which the treatment plan will be updated, and the signature of the Attending Physician.
- 9.16 **Diagnostic Services.** All prescribed diagnostic imaging, laboratory tests and services are covered when Medically Necessary and ordered by an in-network Physician as part of the diagnosis or treatment of a covered illness or injury, or as a preventive Health Care Service. Specialized tests such as those to diagnose Conditions that cannot be diagnosed by traditional blood tests (e.g. allergy, endocrinology, genetics, and virology testing), are subject to higher Member out-of-pocket expenses.
- 9.17 **Diagnostic testing and treatment related to Attention Deficit Hyperactivity Disorder (ADHD)** are covered subject to Medical Necessity and utilization management guidelines. Covered Services do not include those that are primarily educational or training in nature.
- 9.18 **Dialysis services** including equipment, training and medical supplies are covered when provided at an AvMed Network location, by an AvMed Network Health Professional who is licensed to perform dialysis, including an AvMed Network Dialysis Center. A **Dialysis Center** is an outpatient facility certified by the Centers for Medicare and Medicaid Services and the Florida Agency for Health Care Administration to provide hemodialysis and peritoneal dialysis services and support. Dialysis services require Prior Authorization.
- 9.19 **Drug Infusion Therapy.** Infusion therapy medications are covered as a medical benefit if administered by a Health Professional by way of intra-articular, intracavernous, intramuscular, intraocular, intrathecal, intravenous or subcutaneous injection; or intravenous infusion. Beginning with the second treatment in a course of treatment, outpatient infusion therapy must be received

in a non-Hospital setting, including a Physician's office, infusion clinic or the home. Prior Authorization may be required.

#### 9.20 **Durable Medical Equipment (DME)**

- a. Coverage includes purchase or rental, when Medically Necessary, of such DME that:
  - i. can withstand repeated use (i.e. could normally be rented and used by successive patients);
  - ii. is primarily and customarily used to serve a medical purpose;
  - iii. generally is not useful to a person in the absence of illness or injury; and
  - iv. is appropriate for use in a Member's home.
- b. Some examples of DME are: standard hospital beds, crutches, canes, walkers, wheelchairs, oxygen, respiratory equipment, apnea monitors and insulin pumps. DME does not include hearing aids or corrective lenses, dental devices, or the professional fees for fitting same. It also does not include medical supplies and devices, such as a corset, which do not require prescriptions. AvMed will pay for rental of equipment up to the purchase price. Repair of Member owned DME, and replacement of DME solely because it is old or used, is not covered.
- c. The determination of whether a covered item will be paid under the DME, orthotics or prosthetics benefits will be based upon its classification as defined by the Centers for Medicare and Medicaid Services.

#### 9.21 **Emergency Services.** AvMed will cover all Medically Necessary Physician and Hospital services for an Emergency Medical Condition. In the event Hospital inpatient services are provided following Emergency Medical Services and Care, AvMed should be notified by the Hospital, Member or a designee, within 24 hours of the inpatient admission if reasonably possible. AvMed may recommend and elect to transfer the Member to an In-Network Hospital after the Member's Condition has been stabilized, and as soon as it is medically appropriate to do so.

- a. Any Member requiring medical, Hospital or ambulance services for an Emergency Medical Condition while temporarily outside the Service Area, or within the Service Area but before they can reach an In-Network Provider, may receive the emergency benefits specified herein. When emergency services are rendered by an Out-of-Network Provider to treat an Emergency Medical Condition, any Copayment or Coinsurance amount applicable to In-Network Providers for emergency services will also apply to such Out-of-Network Provider.
- b. For out-of-network emergency services, AvMed will pay an amount equal to the greater of the three amounts specified below:
  - i. The median of the amount negotiated with In-Network Providers for the emergency services furnished;
  - ii. The amount for the emergency services calculated using AvMed's Maximum Allowable Payment, which is the same method the Plan generally uses to determine payments for out-of-network services, and applying in-network cost-sharing; or
  - iii. The amount that would be paid under Medicare for the Emergency Medical Services and Care.
- c. Any request for reimbursement of payment made by a Member for services received must be filed within 90 days after the emergency or as soon as reasonably possible but not later than one year unless the Member was legally incapacitated; otherwise such a Claim will be considered to have been waived. If Emergency Medical Services and Care are required while outside the continental United States, Alaska or Hawaii, it is the Member's responsibility to pay for such services at the time they are received. For information on filing a Claim for such services see Part XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.

#### 9.22 **Habilitation Services**

- a. Covered Services consist of physical, occupational and speech therapies that are provided for developmental delay, developmental speech or language disorder, developmental coordination disorder and mixed developmental disorder. Therapy services must be performed by an appropriate registered physical, occupational or speech-language therapist licensed by



the appropriate state licensing board, and must be furnished under the direction and supervision of an in-network Physician or an advanced practice nurse in accordance with a written treatment plan established or certified by the Attending Physician or advanced practice nurse.

- b. Covered Services must take place in a non-residential setting separate from the home or facility in which the Member lives.
- c. Services are covered up to the point where no further progress can be documented. Services are not considered a Covered Benefit when measurable functional improvement is not expected or progress has plateaued.
- d. Covered Habilitation Services do not include activities or training to which the Member may be entitled under federal or state programs of public elementary or secondary education or federally aided vocational rehabilitation.

**9.23 Home Health Care Services (Skilled Home Health Care).** All Home Health Care Services require Prior Authorization.

- a. The Home Health Care Services listed below are covered when the following criteria are met:
  - i. A Member is unable to leave home without considerable effort and the assistance of another person because the Member is:
    - 1) bedridden or chair bound, or restricted in ambulation whether or not assistive devices are used; or
    - 2) significantly limited in physical activities due to a Condition; and
  - ii. the Home Health Care Services rendered have been prescribed by an in-network Physician by way of a formal written treatment plan. The written treatment plan must be reviewed and renewed by the prescribing Physician at least every 30 days until benefits are exhausted. AvMed reserves the right to request a copy of any written treatment plan in order to determine whether such services are covered under this Contract; and
  - iii. the Home Health Care Services are provided directly by (or indirectly through) a home health agency; and
  - iv. the Member is meeting or achieving the desired treatment goals set forth in the treatment plan as documented in the clinical progress notes.
- b. Home Health Care Services are limited to:
  - i. intermittent visits (i.e., up to, but not exceeding, two hours per day) for:
    - 1) nursing care by a registered nurse or licensed practical nurse, and home health aide services;
    - 2) medical social services;
    - 3) nutritional guidance;
    - 4) respiratory or inhalation therapy (e.g., oxygen); and
    - 5) short-term physical therapy by a physical therapist, occupational therapy by an occupational therapist, and speech therapy by a speech therapist. Such therapies provided in the home are subject to any rehabilitative outpatient physical, occupational and speech therapy visit limits.
- c. Services must be consistent with a plan of treatment ordered by the Member's Physician. Nursing and home health aide services must be rendered under the supervision of a registered nurse. See Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable Limitations.

**9.24 Hospice Services.** Services are available for a Member whose Attending Physician has determined the Member's illness will result in a remaining life span of six months or less.

**9.25 Hospital Inpatient Care and Services.** Inpatient services received at in-network Hospitals are covered when prescribed by in-network Physicians and pre-authorized by AvMed. Inpatient services include semi-private room and board, birthing rooms, newborn nursery care, nursing care, meals and special diets when Medically Necessary, use of operating rooms and related facilities, the intensive care unit and services, diagnostic imaging, laboratory and other diagnostic tests,

medications, biologicals, anesthesia and oxygen supplies, physical therapy, radiation therapy, respiratory therapy, and administration of blood or blood plasma. See Part IX., Emergency Services, with regard to inpatient admission following Emergency Medical Services and Care.

- 9.26 **Inpatient Rehabilitation Services** are covered when the following criteria are met:
- Services must be provided under the direction of an in-network Physician and must be provided by a Medicare-certified facility in accordance with a comprehensive rehabilitation program;
  - A plan of care must be developed and managed by a coordinated multi-disciplinary team;
  - Coverage is limited to the specific acute, catastrophic target diagnoses of severe stroke, multiple trauma, brain/spinal injury, severe neurological motor disorders and severe burns;
  - For Members in inpatient non-psychiatric or substance abuse rehabilitation facilities, the Member must be able to actively participate in at least two rehabilitative therapies and be able to tolerate at least three hours per day of skilled Rehabilitation Services for at least five days a week and their Condition must be likely to result in significant improvement; and
  - The Rehabilitation Services must be required at such intensity, frequency and duration as to make it impractical for the Member to receive services in a less intensive setting. See Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.
- 9.27 **Mammograms** are covered in accordance with *Florida Statutes* and the U.S. Preventive Services Task Force (USPSTF) preventive services 'A' and 'B' recommendations. One baseline mammogram is covered for female Members between the ages of 35 and 39. A mammogram is available every two years for female Members between the ages of 40 and 49 and a mammogram is available every year for female Members aged 50 and older. In addition, one or more mammograms a year are available when based upon a Physician's recommendation for any woman who is at risk for breast cancer because of a personal or family history of breast cancer, because of having a history of biopsy-proven benign breast disease, because of having a mother, sister or daughter who has had breast cancer, or because a woman has not given birth before the age of 30.
- 9.28 **Mastectomy Surgery when Performed for Breast Cancer.** Mastectomy means the removal of all or part of the breast, when Medically Necessary for the treatment of breast cancer, as determined by a Physician.
- Coverage for post-mastectomy reconstructive surgery will include:
    - all stages of reconstruction of the breast on which the mastectomy has been performed;
    - surgery and reconstruction on the other breast to produce a symmetrical appearance; and
    - prostheses and treatment of physical complications during all stages of mastectomy, including lymphedemas.
  - The length of stay will not be less than that determined by the Attending Physician to be Medically Necessary in accordance with prevailing medical standards and after consultation with the Member. The Attending Physician, after consultation with the Member, may choose that outpatient care be provided at the most medically appropriate setting, which may include the Hospital, Attending Physician's office, outpatient facility, or the Member's home.
- 9.29 **Mental Health Services.** Inpatient, intermediate and outpatient mental health services are covered when Medically Necessary and may be covered when a Member is admitted to an in-network Hospital or Other Health Care Facility.
- For those disorders that cannot be effectively treated in an outpatient (including Partial Hospitalization) environment, intermediate mental health services in a Residential Treatment facility may be covered under a 24-hour intensive and structured supervised treatment program providing an inpatient level of care but in a non-Hospital environment. Treatment must be received in a facility specifically licensed as a Residential Treatment facility or Residential Treatment center by the State of Florida to provide Residential Treatment programs for mental health disorders. The facility must require admission by a Physician; must have a behavioral health provider actively on duty 24 hours per day, 7 days per week; the Member must receive

treatment by a psychiatrist at least once per week; and the facility's medical director must be a psychiatrist. Prior Authorization is required.

- b. As an alternative to inpatient hospitalization, Partial Hospitalization may be covered under a structured program of active psychiatric treatment, provided in a Hospital outpatient setting or by a community mental health center, that is more intense than the care received in a Physician's or therapist's office. Prior Authorization is required.
- c. Outpatient and Intensive Outpatient Treatment for mental health disorders may be covered when provided by a state-licensed psychiatrist or other Physician, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, Physician assistant, or other qualified mental health professional as allowed under applicable state law. Prior Authorization is required for Intensive Outpatient Treatment.

9.30 **Newborn Care.** A newborn child will be covered from the moment of birth provided that the newborn child is eligible for coverage and properly enrolled. Covered Services will consist of coverage for injury or illness, including the necessary care or treatment of medically diagnosed congenital defects, birth abnormalities, premature birth and transportation costs to the nearest facility appropriately staffed and equipped to treat the newborn's Condition, when such transportation is Medically Necessary. Circumcisions are provided for up to one year from the date of birth.

9.31 **Nutrition Therapy.** Prescription-required nutritional supplements and low protein modified foods for use at home by a Member through age 24, may be covered when prescribed or ordered by an in-network Physician, only for the treatment of an inborn error of metabolism genetic disease, e.g., Disorder of Amino Acid metabolism such as phenylketonuria (PKU). Prior Authorization is required for coverage of enteral, parenteral, or oral nutrition and any related supplies. See Part X. LIMITATIONS OF COVERED MEDICAL SERVICES for applicable benefit maximums.

9.32 **Obstetrical and Gynecological Care.** An annual gynecological examination and Medically Necessary follow-up care detected at that visit are available without the need for a referral from your Primary Care Physician. You do not need Prior Authorization from AvMed or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from an in-network Health Professional who specializes in obstetrics or gynecology. The Health Professional may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of in-network Health Professionals who specialize in obstetrics or gynecology contact AvMed's Member Engagement Center, or visit us online at [www.avmed.org](http://www.avmed.org). Obstetrical care benefits as specified herein are covered and include Birthing Center care, Hospital care, anesthesia, diagnostic imaging and laboratory services for Conditions related to pregnancy.

- a. The length of a maternity stay in a Hospital will be that determined to be Medically Necessary in compliance with Florida law and in accordance with the Newborns' and Mothers' Health Protection Act, as follows:
  - i. Hospital stays of at least 48 hours following a normal vaginal delivery, or at least 96 hours following a cesarean section;
  - ii. The Attending Physician does not need to obtain Prior Authorization from AvMed to prescribe a Hospital stay of this length;
  - iii. AvMed will cover an extended stay if Medically Necessary; however, the Physician or Hospital must pre-certify the extended stay.
  - iv. Shorter Hospital stays are permitted if the Attending Physician, in consultation with the mother, determines that to be the best course of action.
- b. All covered preventive care and obstetrical services related to a pregnancy will be covered without regard to the circumstances or purpose of the pregnancy.

9.33 **Orthotic Appliances.** Coverage for Orthotic Appliances is limited to custom-made leg, arm, back and neck braces, when related to a surgical procedure or when used in an attempt to avoid surgery, and is necessary to carry out normal activities of daily living excluding sports activities. Coverage includes the initial purchase, fitting or adjustment. Replacements are covered only when

Medically Necessary due to a change in bodily configuration. All other Orthotic Appliances are not covered. The determination of whether a covered item will be paid under the DME, orthotics or prosthetics benefits will be based upon its classification as defined by the Centers for Medicare and Medicaid Services.

- 9.34 **Osteoporosis diagnosis and treatment** when Medically Necessary for high-risk individuals, including estrogen-deficient individuals who are at clinical risk for osteoporosis, individuals with vertebral abnormalities, individuals on long-term glucocorticoid (steroid) therapy, individuals with primary hyperparathyroidism and individuals with a family history of osteoporosis.
- 9.35 **Other Health Care Facility(ies).** All Medically Necessary Covered Services of Other Health Care Facilities including Skilled Nursing Facilities, such as Physician visits, physiotherapy, diagnostic imaging and laboratory work, are covered for Conditions that cannot be adequately treated with Home Health Care Services, or on an ambulatory basis, when a Member is admitted to such a facility following discharge from a Hospital. Residential Treatment facility services may be covered for mental health or substance use disorders that cannot be adequately treated on an outpatient (including Partial Hospitalization) basis, and no prior Hospital stay is required. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.
- 9.36 **Out-of-Network Provider Services.** When, in the professional judgment of AvMed's Medical Director, a Member needs Covered Services which require skills or facilities not available from In-Network Providers, and it is in the best interest of the Member to obtain the needed care from an Out-of-Network Provider, upon authorization by the Medical Director, payment not to exceed the Maximum Allowable Payment, will be made for such Covered Services rendered by an Out-of-Network Provider.
- 9.37 **Outpatient Therapeutic Services.** Covered Services for therapeutic treatments received on an outpatient basis in the home, Physician's office, Other Health Care Facility, or Hospital, including intravenous chemotherapy or other intravenous infusion therapy and Injectable Medications.
- 9.38 **Pain Management.** Outpatient Pain Management including pain assessment, medication, physical therapy, biofeedback and counseling may be covered when Medically Necessary in order to reduce or limit chronic pain.
- 9.39 **Physical, Occupational and Speech Therapies**
- Short term rehabilitative physical, occupational and speech therapies provided in an outpatient or home care setting are covered to improve or restore physical functioning following disease, injury or loss of a body part.
  - Habilitative physical, occupational and speech therapies provided in an outpatient setting are covered when provided to help a person keep, learn or improve skills and functioning for daily living.
  - Clinical documentation or a treatment plan to support the need for therapy services or continuing therapy must be submitted for review.
  - Continued therapy is only Medically Necessary when prescribed by an in-network Physician in order to significantly improve, develop or restore physical functions that have been lost or impaired. Using additional diagnoses to obtain additional therapy for the same Condition is not considered Medically Necessary. Once maximum therapeutic benefit has been achieved, and there is no longer any progression, or a home exercise program could be used for any further gains, continuing supervised therapy is not considered Medically Necessary. Therapy for persons whose Condition is neither regressing nor improving is considered not Medically Necessary. Therapy for asymptomatic persons or in persons without an identifiable clinical Condition is considered not Medically Necessary.
  - Additional therapy can be considered for a new or separate Condition in a person who previously received therapy for another indication. An exacerbation or flare-up of a chronic illness is not considered a new incident of illness.
  - Home-based physical therapy is Medically Necessary in selected cases based upon the Member's needs, i.e., the Member must be homebound. This may be considered Medically

Necessary in the transition of the Member from Hospital to home, and may be an extension of case management services.

- g. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.

9.40 **Physician Care: Inpatient.** All Health Care Services rendered by in-network Physicians and other in-network Health Professionals when requested or directed by the Attending Physician, including surgical procedures, anesthesia, consultation and treatment by in-network Specialty Physicians, laboratory and diagnostic imaging services, and physical therapy are covered while the Member is admitted to an in-network Hospital as a registered bed patient. When available and requested by the Member, the services of a CRNA licensed under Chapter 464, *Florida Statutes*, will be covered.

9.41 **Physician Care: Outpatient**

- a. Diagnosis and Treatment. All Health Care Services rendered by in-network Physicians and other in-network Health Professionals are covered when Medically Necessary and when provided at Medical Offices, including surgical procedures, routine hearing examinations, and vision examinations for glasses for children through the end of the month in which they turn 19 (such examinations may be provided by optometrists licensed pursuant to Chapter 463, *Florida Statutes*, or by ophthalmologists licensed pursuant to Chapter 458 or 459, *Florida Statutes*), and consultation and treatment by in-network Specialty Physicians. Also included are non-reusable materials and surgical supplies.
- b. Preventive and Health Maintenance Services. Services of in-network Health Professionals for illness prevention and health maintenance, including items or services that have an 'A' or 'B' rating in the current recommendations of the USPSTF with respect to the Member involved; immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; evidence-informed preventive care and screenings for infants, children, and adolescents as provided for in comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and evidence-informed preventive care and screening for women as provided for in comprehensive guidelines supported by the HRSA. A listing of preventive health services with current 'A' or 'B' ratings is available on the USPSTF website. Important note about gender-specific preventive care benefits: Covered expenses include any recommended preventive care benefits described above that are determined by your Health Professional to be Medically Necessary, regardless of the sex you were assigned at birth, your gender identity, or your recorded gender.

9.42 **Prescription Medications.** Retail Prescription Medications may be covered when accompanied by a prescription from your Attending Physician, subject to the cost-sharing shown in the Prescription Medication Amendment to this Contract. Certain preventive medications that have an 'A' or 'B' rating in current recommendations of the USPSTF, may be covered at no cost to you when deemed Medically Necessary and accompanied by a prescription from your Attending Physician. Coverage for insulin and other diabetic supplies is described in Part IX., under **Diabetic Supplies**. Allergy serums and chemotherapy for cancer patients are covered under your medical benefits. See Part XII. PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS for additional information about Prescription Medications.

9.43 **Prosthetic Devices.** This Contract provides benefits, when Medically Necessary, for Prosthetic Devices designed to restore bodily function or replace a physical portion of the body. Coverage for Prosthetic Devices is limited to artificial limbs, artificial joints, ocular prostheses, and cochlear implants. Coverage includes the initial purchase, fitting or adjustment. Replacement is covered only when Medically Necessary due to a change in bodily configuration. The initial Prosthetic Device following a covered mastectomy is also covered. Replacement of intraocular lenses is covered only if there is a change in prescription that cannot be accommodated by eyeglasses. All other Prosthetic Devices are not covered, including Prosthetic Devices for Deluxe, Myo-electric and electronic Prosthetic Devices. The determination of whether a covered item will be paid under the DME, orthotics or prosthetics benefits will be based upon its classification as defined by the Centers for Medicare and Medicaid Services.

- 9.44 **Second Medical Opinions.** Members are entitled to a second medical opinion when disputing the appropriateness or necessity of a surgical procedure, or when subject to a serious injury or illness.
- a. A Member may choose to obtain a second medical opinion from any in-network or out-of-network Physician within the Service Area. If an in-network Physician is chosen, the applicable office visit cost-sharing will apply. If an out-of-network Physician is chosen, Prior Authorization is required, and the Member is responsible for 40% of the amount of the Maximum Allowable Payment associated with consultation.
  - b. Once a second medical opinion has been rendered, AvMed will review and determine AvMed's obligations under this Contract, and that judgment by AvMed is controlling. Any treatment the Member obtains that is not authorized by AvMed will be at the Member's expense.
  - c. AvMed may limit second medical opinions in connection with a particular diagnosis or treatment to three per calendar year, if AvMed deems additional opinions to be an unreasonable over-utilization by the Member.

9.45 **Skilled Nursing Facilities**

- a. The following Health Care Services may be Covered Services when you are a patient in a Skilled Nursing Facility:
  - i. room and board;
  - ii. respiratory or inhalation therapy (e.g., oxygen);
  - iii. medications and medicines administered while an inpatient (except take-home medications);
  - iv. intravenous solutions;
  - v. administration of, including the cost of, whole blood or blood products;
  - vi. dressings, including ordinary casts;
  - vii. transfusion supplies and equipment;
  - viii. diagnostic services, including radiology, ultrasound, laboratory, pathology and approved machine testing (e.g., EKG);
  - ix. chemotherapy treatment for proven malignant disease; and
  - x. physical, occupational and speech therapies.
- b. We reserve the right to request a treatment plan for determining coverage and payment. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.

9.46 **Speech Therapy.** See Part IX., Physical, Occupational and Speech Therapies.

9.47 **Spinal Manipulation.** See Part IX., Chiropractic Services.

9.48 **Substance Abuse Services.** Inpatient, intermediate and outpatient substance abuse services are covered when Medically Necessary and may be covered when a Member is admitted to an in-network Hospital or Other Health Care Facility.

- a. For those disorders that cannot be effectively treated in an outpatient (including Partial Hospitalization) environment, intermediate substance abuse services in a Residential Treatment facility may be covered under a 24-hour intensive and structured supervised treatment program providing an inpatient level of care but in a non-Hospital environment. Treatment must be received in a facility specifically licensed as a Residential Treatment facility or Residential Treatment center by the State of Florida to provide Residential Treatment programs for substance use disorders. The facility must require admission by a Physician, must have a behavioral health provider or an appropriately state certified professional actively on duty during the day and evening therapeutic programming, and the facility's medical director must be a Physician. For Detoxification programs in a Residential Treatment setting there must be a registered nurse onsite 24 hours per day, 7 days per week, and care must be provided under direct supervision of a Physician. Prior Authorization is required.



- b. As an alternative to inpatient hospitalization, Partial Hospitalization may be covered under a structured program of active psychiatric treatment, provided in a Hospital outpatient setting or by a community mental health center, that is more intense than the care received in a Physician's or therapist's office. Prior Authorization is required.
  - c. Outpatient and Intensive Outpatient Treatment for substance use disorders may be covered when provided by a state-licensed psychiatrist or other Physician, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, Physician assistant, or other qualified mental health professional as allowed under applicable state law. Prior Authorization is required for Intensive Outpatient Treatment.
- 9.49 **Supplies.** Ostomy and urostomy supplies are covered when Medically Necessary. Items that are not medical supplies or that could be used by the Member or a family member for purposes other than ostomy care are not covered. Wound care supplies are covered when Medically Necessary as part of an approved treatment plan for treatment of a wound caused by or treated by a surgical procedure; or treatment of a wound that requires debridement. Services are subject to Limitations as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.
- 9.50 **Transplant services,** limited to the procedures listed below, are covered through AvMed's In-Network Center of Excellence facilities located within the State of Florida, subject to the conditions and Limitations described herein. Transplant services are subject to Prior Authorization before benefits are paid. Transplant includes pre-transplant, transplant and post-discharge services, and treatment of complications after transplantation.
- a. AvMed will pay benefits for services, care and treatment received or provided, only in connection with a:
    - i. Bone Marrow Transplant, which is specifically listed in Rule 59B-12.001, *Florida Administrative Code*, or any successor or similar rule or covered by Medicare as described in the most recently published Medicare National Coverage Determinations Manual issued by the Centers for Medicare and Medicaid Services. Coverage includes expenses associated with the donation or acquisition of an organ or tissue for the Member once the donor has been identified and has agreed to the donation. Coverage for the reasonable expenses of searching for a donor will be limited to a search among immediate family members and donors identified through the National Bone Marrow Donor Program.
      - 1) Bone Marrow Transplant means human blood precursor cells administered to a patient to restore normal hematological and immunological functions following ablative therapy. Human blood precursor cells may be obtained from the patient in an autologous transplant, or an allogeneic transplant from a medically acceptable related or unrelated donor, and may be derived from bone marrow, the circulating blood, or a combination of bone marrow and circulating blood. If chemotherapy is an integral part of the treatment involving bone marrow transplantation, the term 'Bone Marrow Transplant' includes the transplantation as well as the administration of chemotherapy and the chemotherapy medications. The term 'Bone Marrow Transplant' also includes any services or supplies relating to any treatment or therapy involving the use of high dose or intensive dose chemotherapy and human blood precursor cells and includes any and all Hospital, Physician or other Health Care Provider services which are rendered in order to treat the effects of, or complications arising from, the use of high dose or intensive dose chemotherapy or human blood precursor cells (e.g., Hospital room and board and ancillary services);
    - ii. corneal transplant;
    - iii. heart transplant (including a ventricular assist device, if indicated, when used as a bridge to heart transplantation);
    - iv. heart-lung combination transplant;
    - v. liver transplant;
    - vi. kidney transplant;
    - vii. pancreas only transplant;

- viii. pancreas transplant performed simultaneously with a kidney transplant; or
    - ix. lung (whole single or whole bilateral transplant).
  - b. We will cover donor costs and organ acquisition for transplants, other than Bone Marrow Transplants, provided such costs are not covered in whole or in part by any other carrier, organization or person other than the donor's family or estate.
- 9.51 **Urgent Care Services.** All Medically Necessary Covered Services received in Urgent Care Centers, Retail Clinics or your Primary Care Physician's office after-hours to treat an Urgent Medical Condition will be covered by AvMed. Any request for reimbursement of payment made by a Member for services received must be filed within 90 days or as soon as reasonably possible but not later than one year unless the Member was legally incapacitated. If Urgent Medical Services and Care are required while outside the continental United States, Alaska or Hawaii, it is the Member's responsibility to pay for such services at the time they are received. For information on filing a Claim for such services, see Part XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.
- 9.52 **Virtual Visits (Telehealth and Telemedicine Services)** using interactive audio, video, or other electronic media for the purpose of Physician-patient encounters for non-emergency diagnoses, consultations and treatment. Services are available from AvMed designated Telehealth providers only.

## **X. LIMITATIONS OF COVERED MEDICAL SERVICES**

The rights of Members and obligations of In-Network Providers hereunder are subject to the following Limitations:

- 10.1 **Cardiac Rehabilitation.** Outpatient cardiac rehabilitation, combined with chiropractic services, outpatient pulmonary rehabilitation, and outpatient rehabilitative physical, occupational and speech therapies, is limited to 35 visits per calendar year. Cardiac rehabilitation requires Prior Authorization.
- 10.2 **Chiropractic services,** combined with outpatient cardiac rehabilitation, outpatient pulmonary rehabilitation, outpatient rehabilitative physical, occupational and speech therapies are limited to 35 visits per calendar year.
- 10.3 **Dermatological Services.** Prior Authorization is required after a maximum of five visits to a dermatologist in a 12-month period for a dermatologic problem.
- 10.4 **Drug Infusion Therapy.**
- a. Provision of outpatient infusion therapy services beginning with the second treatment in a course of treatment, is limited to non-hospital settings. Services must be received in a Physician's office, infusion clinic or the Member's home.
  - b. Any third-party Copayment assistance (sometimes also referred to as a "copay card" or "copay coupon") provided by a drug manufacturer or any other entity to pay any applicable Calendar Year Deductible, Copayment or Coinsurance amounts for any therapy medications administered by a Health Professional will not be credited toward your Calendar Year Deductible or Calendar Year Out-of-Pocket Maximum.
- 10.5 **Habilitative Physical, Occupational and Speech Therapies.** Outpatient habilitative physical, occupational and speech therapies are covered up to a combined maximum of 100 visits per calendar year for the treatment of Autism Spectrum Disorders and Down syndrome, for a Member who is (i) under 18 years of age, or (ii) 18 years of age or older and in high school, and was diagnosed at 8 years of age or younger as having a developmental disability.
- 10.6 **Home Health Care Services (Skilled Home Health Care).** Services are limited to 20 visits per calendar year, including:
- a. intermittent visits (i.e., up to, but not exceeding, two hours per day) for:
    - i. nursing care by a registered nurse or licensed practical nurse, and home health aide services;

- ii. medical social services;
  - iii. nutritional guidance;
  - iv. respiratory or inhalation therapy (e.g., oxygen) and;
  - v. short-term physical therapy by a physical therapist, occupational therapy by an occupational therapist, and speech therapy by a speech therapist. Such therapies are subject to any rehabilitative outpatient physical, occupational and speech therapy visit limits.
- b. Services must be consistent with a plan of treatment ordered by the Member's Physician. Nursing and home health aide services must be rendered under the supervision of a registered nurse.
- 10.7 **Hyperbaric oxygen treatments** are limited to 40 treatments per Condition as appropriate pursuant to the Centers for Medicare and Medicaid Services (CMS) guidelines, and are subject to the cost-sharing shown in your Schedule of Benefits for rehabilitative physical, occupational, and speech therapies.
- 10.8 **Inpatient acute Rehabilitation Services** received in a Hospital are limited to 30 days per calendar year.
- 10.9 **Licensed Dietitians/Nutritionists.** Visits to licensed dietitians/nutritionists for treatment of diabetes, renal disease or obesity control are limited to three outpatient visits per calendar year.
- 10.10 **Nutrition Therapy.** Coverage for enteral, parenteral or oral nutrition, and any related supplies, is limited to treatment of inborn error of metabolism genetic diseases for Members through age 24. Prior Authorization is required, and benefits are subject to additional authorization when Member cost-sharing reaches \$2,500 in a calendar year.
- 10.11 **Orthotic Devices.** Coverage for Orthotic Devices or Orthotic Appliances is limited to custom-made leg, arm, back and neck braces when related to a surgical procedure or when used in an attempt to avoid surgery and when necessary to carry out normal activities of daily living, excluding sports activities. Replacements are covered only when Medically Necessary due to a change in bodily configuration.
- 10.12 **Other Health Care Facility(ies).** Medically Necessary inpatient services of Other Health Care Facilities, including Skilled Nursing Facilities, are covered up to a combined maximum of 60 post-hospitalization days per calendar year, for conditions that cannot be adequately treated with Home Health Care Services or on an ambulatory basis. Does not apply to treatment of mental health and substance use disorders.
- 10.13 **Prosthetic Devices.** Coverage for Prosthetic Devices is limited to artificial limbs, artificial joints, ocular prostheses and cochlear implants.
- 10.14 **Pulmonary Rehabilitation.** Outpatient pulmonary rehabilitation, combined with outpatient cardiac rehabilitation, chiropractic services, and outpatient rehabilitative physical, occupational and speech therapies is limited to 35 visits per calendar year. Prior Authorization is required.
- 10.15 **Rehabilitative Physical, Occupational and Speech Therapies.** Outpatient rehabilitative physical, occupational and speech therapies, combined with outpatient cardiac rehabilitation, chiropractic services and outpatient pulmonary rehabilitation are limited to 35 visits per calendar year, including evaluations.
- 10.16 **Second Medical Opinions.** AvMed may limit second medical opinions in connection with a particular diagnosis or treatment to three per calendar year, if AvMed deems additional opinions to be an unreasonable over-utilization by the Member.
- 10.17 **Skilled Nursing Facilities and Rehabilitation Centers.** See **Other Health Care Facility(ies)** above.
- 10.18 **Spinal Manipulation.** See **Chiropractic services** above.
- 10.19 **Supplies.** Provision of ostomy and urostomy supplies is limited to a one-month supply every 30 days. Coverage is limited to \$2,500 per calendar year, subject to applicable Copayments and

Coinsurance. Items which are not medical supplies or which could be used by the Member or a family member for purposes other than ostomy care are not covered.

- 10.20 **Transplant Services.** Transplant services are limited to AvMed's In-Network Center of Excellence facilities located within the State of Florida. Transportation costs for a companion to accompany the Member (or two companions when the patient is a minor) are covered only if the Member has to travel greater than a 50-mile radius to receive the transplant, and are limited to \$200 per day up to a \$10,000 lifetime maximum.
- 10.21 **Ventilator dependent care** is limited to a lifetime maximum of 100 calendar days.
- 10.22 **Virtual Visits (Telehealth and Telemedicine Services)** are available from AvMed designated Telehealth providers only and are subject to Medical Necessity and utilization management guidelines.

## **XI. EXCLUSIONS FROM COVERED MEDICAL SERVICES**

This Contract expressly excludes coverage and expenses for the following services. These Exclusions are in addition to any Exclusions specified in Part IX. COVERED MEDICAL SERVICES and any Limitations specified in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.

### **11.1 General Exclusions include expenses for:**

- a. services received prior to your effective date or after the date your coverage terminates;
- b. services not within the categories described in Part IX. COVERED MEDICAL SERVICES and any amendments attached hereto, unless such services are specifically required to be covered by applicable law;
- c. services which are not Medically Necessary, as defined in this Contract, and as determined by AvMed;
- d. services provided by a Physician or other Health Care Provider related to you by blood or marriage;
- e. services beyond the scope of practice authorized for a Health Professional under applicable state law;
- f. services rendered at no charge;
- g. services to diagnose or treat any Condition which initially occurred while you were (or which directly or indirectly resulted from, or is connection with you being) under the influence of any chemical substance set forth in Section 877.111, *Florida Statutes*, or any substance controlled under Chapter 893, *Florida Statutes* or, with respect to such statutory provisions, any successor statutory provisions. Notwithstanding, this Exclusion will not apply to the use of any Prescription Medication by you if such medication is taken on the specific advice of a Physician in a manner consistent with such advice;
- h. services rendered by or through a medical or dental department maintained by or on behalf of an employer, mutual association, labor union, trust, or similar person or group;
- i. services to diagnose or treat a Condition which, directly or indirectly, resulted from or is in connection with your participation in, or commission of, any act punishable by law as a misdemeanor or felony whether or not you are charged or convicted; or which constitutes riot or rebellion; or your engaging in an illegal occupation. Coverage will be available if a Member demonstrates that an injury resulted from an act of domestic violence or a Condition, whether or not the Condition was diagnosed before the occurrence of the injury.
- j. any expenses for Claims denied because we did not receive information requested from you about whether or not you have other coverage (including personal injury protection motor vehicle insurance (PIP) or supplemental insurance plans) and the details of such coverage.

### **Additional Exclusions**

- 11.2 **Aids or devices that assist with oral, verbal, or nonverbal communications**, including communication boards, pre-recorded speech devices, laptop computers, desktop computers,

personal digital assistants, Braille typewriters, visual alert systems for the deaf, memory books, software programs and associated devices.

- 11.3 **Anesthesia administration services** when performed by an operating Physician or the Physician's partner or associate.
- 11.4 **Armed forces service-connected medical care** for both sickness and injury, including services received at military or government facilities and services received to treat an injury arising out of your service in the Armed Forces, Reserves or National Guard.
- 11.5 **Autopsy or postmortem examinations** and associated services, unless specifically requested by AvMed.
- 11.6 **Bariatric Surgery/Treatment of Morbid Obesity.** Gastric stapling, gastric bypass, gastric banding, gastric bubbles, and other procedures for the treatment of obesity or Morbid Obesity, as well as any related evaluations or diagnostic tests. Ongoing visits for the treatment of obesity, other than establishing a program of obesity control, are also excluded.
- 11.7 **Breast reduction or augmentation surgery** except as required for the comprehensive treatment of breast cancer.
- 11.8 **Complementary or alternative medicine** including: acupuncture, aromatherapy, Ayurvedic medicine such as lifestyle modifications, purification and massage therapies, biofield therapies, bioelectromagnetic applications and medicine, biofeedback, chelation therapy, cognitive therapy, environmental medicine including the field of clinical ecology, herbal therapies, homeopathic medicine and counseling, hypnotherapy, mind-body interactions such as meditation, imagery, yoga, dance and art therapy, manual healing methods such as the Alexander technique, massage therapy, craniosacral balancing, Feldenkrais method, Hellerwork, reflexology, Rolfing, shiatsu, traditional Chinese massage, Trager therapy, trigger-point myotherapy, and polarity therapy, naturopathic medicine, prayer and mental healing, Reichian therapy, Reiki, self-care and self-help training, sex therapy, SHEN therapy, sleep therapy, therapeutic touch, thermography, traditional Chinese medicine and vocational rehabilitation.
- 11.9 **Complications of any non-covered service**, including the evaluation, diagnosis or treatment of any Condition that arises as a complication of a non-covered service (e.g., services to treat a complication of cosmetic surgery are not covered).
- 11.10 **Cosmetic services** including any procedures which are undertaken primarily to improve or otherwise modify the Member's external appearance, except for reconstructive surgery to correct and repair a functional disorder as a result of a disease, injury, or congenital defect; and initial implanted prosthesis and reconstructive surgery incident to a mastectomy for cancer of the breast. Also excluded are surgical excision or reformation of any sagging skin of any part of the body, including: the eyelids, face, neck, abdomen, arms, legs, or buttocks; any services performed in connection with the enlargement, reduction, implantation or change in appearance of a portion of the body, including the face, lips, jaw, chin, nose, ears, breasts, or genitals (including circumcision, except newborns for up to one year from the date of birth); hair transplantation; chemical face peels or abrasion of the skin, electrolysis depilation, removal of tattooing, or any other surgical or non-surgical procedures which are primarily for cosmetic purposes or to create body symmetry. Additionally, all medical complications resulting from cosmetic surgical or non-surgical procedures are excluded.
- 11.11 **Counseling**, including marriage or pre-marital counseling, religious, family, career, social adjustment, pastoral or financial counseling.
- 11.12 **Court-ordered services and supplies** including court-ordered care or testing, or services required as a condition of parole, probation, release or because of any legal proceeding.
- 11.13 **Costs** related to telephone consultations, failure to keep a scheduled appointment, or completion and preparation of any form or medical information, including requests for medical records.
- 11.14 **Custodial Care** and any service of a Custodial nature, including without limitation: services primarily to assist in the activities of daily living, rest homes, home companions or sitters, home parents,

domestic maid services, food or home delivered meals, housing, respite care, and provision of services which are for the sole purpose of allowing a family member or caregiver of a Member to return to work.

11.15 **Dental Care** or treatment of the teeth or their supporting structures or gums, or dental procedures, including: extraction of teeth; restoration of teeth with or without fillings, crowns or other materials; bridges; cleaning of teeth; dental implants; dentures; periodontal or endodontic procedures; orthodontic treatment (e.g., braces); intraoral Prosthetic Devices; palatal expansion devices; bruxism appliances; dental x-rays and dental services provided more than 90 days after the date of an Accidental Dental Injury regardless of whether or not such services could have been rendered within 90 days. This Exclusion also applies to services related to the diagnosis and treatment of temporomandibular joint (TMJ) dysfunction except when Medically Necessary, and all dental treatment for TMJ.

11.16 **Durable Medical Equipment (DME)**

a. Items that are not covered include:

- i. bed related items: bed trays, over-the-bed tables, bed wedges, pillows, custom bedroom equipment, mattresses, including non-power mattresses, custom mattresses and posturepedic mattresses;
- ii. bath related items: bath lifts, non-portable whirlpools, bathtub rails, toilet rails, raised toilet seats, bath benches, bath stools, hand held showers, paraffin baths, bath mats, and spas;
- iii. chairs, lifts and standing devices: computerized or gyroscopic mobility systems, roll about chairs, geriatric chairs, hip chairs, seat lifts (mechanical or motorized), patient lifts (mechanical or motorized – manual hydraulic lifts are covered if patient is 2-person transfer), and auto tilt chairs;
- iv. electric or powered scooters; non-standard customized wheelchairs, motorized or manual;
- v. fixtures to real property, including ceiling lifts and wheelchair ramps;
- vi. car/van modifications;
- vii. air quality items: air conditioners, room humidifiers, vaporizers, air purifiers and electrostatic machines;
- viii. blood/injection related items: blood pressure cuffs, centrifuges, nova pens and needleless injectors; and
- ix. other equipment: heat lamps, heating pads, cryounits, cryotherapy machines, electronic-controlled therapy units, ultraviolet cabinets, sheepskin pads and boots, postural drainage board, AC/DC adaptors, enuresis alarms, magnetic equipment, scales (baby and adult), stair gliders, elevators, saunas, any exercise equipment, emergency alert equipment, and diathermy machines.

b. Repair of Member-owned DME, and replacement of DME solely because it is old or used, is excluded.

11.17 **Educational Services.** Any service or supply for education, training or retraining services or testing including: special education, remedial education; cognitive remediation; wilderness/outdoor treatment, therapy or adventure programs (whether or not the program is part of a Residential Treatment facility or otherwise licensed institution); job training or job hardening programs; educational services and schooling or any such related or similar program including therapeutic programs within a school setting.

11.18 **Examinations.** Any health examinations needed because a third party requires the exam, including examinations to get or keep a job, examinations required under a labor agreement or other contract, to buy insurance or to get or keep a license, to travel, to go to a school, camp, sporting event, or to join in a sport or other recreational activity.

11.19 **Exercise programs,** gym memberships or exercise equipment of any kind, including exercise bicycles, treadmills, stairmasters, rowing machines, free weights or resistance equipment. Also excluded are massage devices, portable whirlpool pumps, hot tubs, jacuzzis, sauna baths, swimming pools and similar equipment.



- 11.20 **Experimental or Investigational services and supplies** except as otherwise covered for Bone Marrow Transplants, pursuant to Section 59B-12.001, *Florida Administrative Code*.
- 11.21 **Eye care**, including:
- a. eye examinations for Members over age 19 for the purpose of determining the need for sight correction (such as eye glasses or contact lenses);
  - b. training or orthoptics, including eye exercises; or
  - c. radial keratotomy, refractory keratoplasty, Lasik surgery or any other corneal surgical procedure to correct refractive error.
  - d. This Exclusion does not include pediatric vision services that are covered as an Essential Health Benefit, as set forth under PPACA, Section 1302(b) of the Federal Act, for children through the end of the month in which they turn 19.
- 11.22 **Foot care (routine)**, including any service involving the feet or parts of the feet, in the absence of diabetes, peripheral circulatory or neurovascular disease including: non-surgical treatment of bunions; flat feet; fallen arches; chronic foot strain; trimming of toenails, corns or calluses. This Exclusion does not apply to services otherwise covered under **Diabetes Outpatient Self-Management**, as described in Part IX. COVERED MEDICAL SERVICES.
- 11.23 **Foot supports** including orthopedic or specialty shoes, shoe build-ups, shoe orthotics, shoe braces, and shoe supports.
- 11.24 **Gender Transition Services**. Gender reassignment surgery and any treatment, service, supply or medication associated with or as a result of gender reassignment or gender dysphoria are excluded; except for Members aged 18 or over who are diagnosed with gender dysphoria by an AvMed Network provider, and when the recommended services are deemed Medically Necessary and all criteria under AvMed's current coverage guidelines are met. All services must be rendered by AvMed Network providers in order to be covered. Coverage guidelines are available at [www.avmed.org](http://www.avmed.org).
- 11.25 **Gene or Cellular Therapy Products**. Cellular therapy products include cellular immunotherapies, cancer vaccines, and other types of both autologous and allogeneic cells for certain therapeutic indications, including hematopoietic stem cells and adult and embryonic stem cells. Human gene therapy is the administration of genetic material to modify or manipulate the expression of a gene product or to alter the biological properties of living cells for therapeutic use.
- 11.26 **Habilitation Services**. Except as required by law for treatment of Autism Spectrum Disorders and Down syndrome, non-covered Habilitation Services include residential, institutional and home-based Habilitation Services, personal assistance/ attendant care services; errand services; transportation to and from training facilities unless provided by the training facility; family education and training; family support services; pre-vocational services designed to assist a Member in acquiring basic work skills; supportive employment habilitation; respite care camps; hotel respite, room and board; services that are purely educational in nature, and personal training or life coaching.
- 11.27 **Hearing aids** (external or implantable) and services related to the fitting or provision of hearing aids, including tinnitus maskers, batteries, and the cost of repairs.
- 11.28 **Hearing examinations for Members over age 19** for the purpose of determining the need for hearing correction.
- 11.29 **Homemaker or domestic maid services**; sitter or companion services; services rendered by an employee or operator of an adult congregate living facility, an adult foster home, an adult day care center, or a nursing home facility.
- 11.30 **Home monitoring devices and measuring devices** (other than apnea monitors and Holter monitors), and any other equipment or devices for use outside the Hospital that are not covered elsewhere in this Contract.
- 11.31 **Hospital Services** that are associated with excluded surgery or excluded Dental Care.

- 11.32 **Immunizations and medications** for the purpose of foreign travel or employment.
- 11.33 **Infertility Diagnosis, Treatment and Supplies (Assisted Reproductive Therapy)**, including infertility evaluation, testing, diagnosis and treatment, medication and supplies, to determine or correct the reason for infertility or inability to achieve conception. This includes artificial insemination (AI), in-vitro fertilization (IVF), ovum or embryo placement or transfer, gamete intra-fallopian transfer (GIFT), or cryogenic or other preservation techniques used in such or similar procedures.
- 11.34 **Mandibular and maxillary osteotomies** except when Medically Necessary to treat Conditions caused by congenital or developmental deformity, disease or injury.
- 11.35 **Medical care or surgery** not rendered by an In-Network Provider, except for Emergency Medical Services and Care.
- 11.36 **Medical supplies** including pre-fabricated splints, Thromboembolic/support hose and all other bandages, except as described under **Supplies** in Part IX.
- 11.37 **Mental Health and Substance Abuse Services** rendered in connection with a Condition not classified in the most recent edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (DSM) are excluded from coverage; and services for the following categories (or equivalent terms) as listed in the most recent edition of the DSM: inpatient treatment for dementia and amnesia without a behavioral disturbance that necessitates mental health treatment; sexual deviations and disorders except for gender identity disorders; tobacco use disorders, except as required under USPSTF preventive care guidelines; pathological gambling, kleptomania, pyromania; inpatient stays primarily intended as a change of environment; school and/or education services, including special education, remedial education, wilderness/outdoor treatment, therapy or adventure programs (whether or not the program is part of a Residential Treatment facility or otherwise licensed institution); services provided in conjunction with school, vocation, work or recreational activities.
- 11.38 **Nutritional therapy** except as described under **Nutrition Therapy** in Part IX.
- 11.39 **Oral surgery** for Members over age 19, except as described under **Dental Care** in Part IX.
- 11.40 **Organ Donor Treatment and Services.** The Health Care Services and Hospital services for a donor or prospective donor who is an AvMed Member when the recipient of an organ transplant is not an AvMed Member. The reasonable costs of searching for a bone marrow donor are limited to a Member's family members and the National Bone Marrow Donor Program. Post-transplant donor complications will not be covered.
- 11.41 **Orthotic Devices** except as described in Part IX. COVERED MEDICAL SERVICES. Expenses for arch supports, shoe inserts designed to effect conformational changes in the foot or foot alignment, orthopedic shoes, over-the-counter, custom-made or built-up shoes, cast shoes, sneakers, ready-made compression hose or support hose, or similar type devices/appliances regardless of intended use (except for therapeutic shoes, including inserts and modifications for the treatment of severe diabetic foot disease); expenses for Orthotic Appliances or Orthotic Devices, which straighten or re-shape the conformation of the head or bones of the skull or cranium through cranial banding or molding (e.g. dynamic orthotic cranioplasty or molding helmets); and expenses for devices necessary to exercise, train, or participate in sports, e.g. custom-made knee braces.
- 11.42 **Out-of-Network Providers.** Any treatment or service from an Out-of-Network Provider, except in the case of an emergency or when specifically pre-authorized by AvMed, including Hospital care from an out-of-network Physician or Hospital if elected by a Member. In such circumstances, coverage is excluded for the entire episode of care, except when the admission was due to an emergency or with the prior written authorization of AvMed.
- 11.43 **Over-the-counter medications** and Prescription Medications not otherwise covered including hypodermic needles and syringes and self-administered Injectable Medications except insulin and insulin syringes for the treatment of diabetes as described under **Diabetic Supplies** in Part IX.
- 11.44 **Pain Management.** Inpatient rehabilitation for Pain Management is excluded.

- 11.45 **Personal comfort, hygiene or convenience items and services** deemed not Medically Necessary and not directly related to a Member's treatment, including beauty and barber services; clothing (including support hose); radio and television; guest meals and accommodations; telephone charges; take-home supplies; travel expenses (other than Medically Necessary ambulance services); motel/hotel accommodations; air conditioners, furnaces, air filters, air or water purification systems, water softening systems, humidifiers, dehumidifiers, vacuum cleaners or any other similar equipment and devices used for environmental control or to enhance an environmental setting; hot tubs, jacuzzis, heated spas, pools, or memberships to health clubs; heating pads; hot water bottles or ice packs; physical fitness equipment; and hand rails and grab bars.
- 11.46 **Private Duty Nursing** care or services rendered at any location.
- 11.47 **Professional Services.** Non-patient-specific professional services associated with machine or other testing including oversight of a medical laboratory to assure timeliness, reliability, and usefulness of test results and overseeing calibration of laboratory testing equipment.
- 11.48 **Prosthetic Devices** except as described in Part IX. COVERED MEDICAL SERVICES. Expenses for microprocessor controlled or myoelectric artificial limbs (e.g. C-legs); and expenses for cosmetic enhancements to artificial limbs are also not covered.
- 11.49 **Rehabilitation Programs.** Vocational rehabilitation, long term rehabilitation, or any other rehabilitation program.
- 11.50 **Rehabilitative Therapies.** Rehabilitative therapies for chronic Conditions are not covered. Therapies provided on either an inpatient or outpatient basis for the purpose of maintaining rather than improving your Condition are excluded. Maintenance therapy begins when the therapeutic goals of a treatment plan have been met or no further functional progress is expected. Services that involve non-diagnostic, non-therapeutic, routine, or repetitive procedures to maintain general welfare and do not require the skilled assistance of a licensed therapist are excluded. Therapy for abnormal speech pathology, including lisping and stuttering; rehabilitative therapy modalities that are considered investigational including cognitive therapy, Interactive Metronome Program, Augmented Soft Tissue Mobilization, Kinesio Taping/Taping, MEDEK Therapy, Hands-Free Ultrasound and Low-Frequency Sound (Infrasound), and Hivamat Therapy (Deep Oscillation Therapy) are excluded.
- 11.51 **Removal of benign skin lesions**, including warts, moles, skin tags, lipomas, keloids and scars is not covered, even with a recommendation or prescription from a Physician.
- 11.52 **Reversal of voluntary surgically-induced sterility** including the reversal of tubal ligations and vasectomies.
- 11.53 **Sexual Dysfunction.** All medications, devices and other forms of treatment related to a diagnosis of sexual dysfunction, regardless of etiology.
- 11.54 **Skilled Nursing Facilities.** Expenses for an inpatient admission to a Skilled Nursing Facility for purposes of Custodial Care, convalescent care, or any other service primarily for the convenience of you or your family members or the provider.
- 11.55 **Sports-related devices, services and medications** used to affect performance primarily in sports-related activities; all expenses related to physical conditioning programs such as athletic training, bodybuilding, exercise, fitness, flexibility, and diversion or general motivation.
- 11.56 **Supplies.** Items which are not medical supplies, or which could be used by the Member or a family member for purposes other than ostomy care are not covered.
- 11.57 **Surgically implanted devices and any associated external devices**, except for cardiac pacemakers, intraocular lenses, cochlear implants, artificial joints, orthopedic hardware and vascular grafts. Dental appliances, other corrective lenses and hearing aids, including the professional fee for fitting them, are not covered.
- 11.58 **Temporomandibular Joint (TMJ) Dysfunction.** Services related to the diagnosis and treatment of TMJ except when Medically Necessary; and all dental treatment for TMJ.

- 11.59 **Termination of pregnancy** unless deemed Medically Necessary, subject to applicable state and federal laws.
- 11.60 **Training and educational programs or materials**, except as described under **Diabetes Outpatient Self-Management** in Part IX. COVERED MEDICAL SERVICES, including programs or materials for Pain Management and vocational rehabilitation.
- 11.61 **Transplant Services**. Expenses for the following are excluded:
- a. transplant procedures excluded under this Contract (e.g., Experimental or Investigational transplant procedures);
  - b. transplant procedures involving the transplantation or implantation of any non-human organ or tissue;
  - c. transplant procedures related to the donation or acquisition of an organ or tissue for a recipient who is not covered by AvMed;
  - d. transplant procedures involving the implant of an artificial organ, including the implant of the artificial organ;
  - e. any organ, tissue, marrow, or stem cells which is/are sold rather than donated;
  - f. any Bone Marrow Transplant, as defined herein, which is not specifically listed in Rule 59B-12.001, *Florida Administrative Code*, or any successor or similar rule or covered by Medicare pursuant to a national coverage decision made by CMS as evidenced in the most recently published Medicare National Coverage Determinations Manual;
  - g. any service in connection with the identification of a donor from a local, state or national listing, except in the case of a Bone Marrow Transplant;
  - h. any non-medical costs, including temporary lodging or transportation costs for you or your family to and from the approved facility, except as described in Part X. LIMITATIONS OF COVERED MEDICAL SERVICES;
  - i. any artificial heart, mechanical device, or ventricular assist device (VAD) that replaces either the atrium or the ventricle;
  - j. collection and storage costs associated with the banking of umbilical cord blood;
  - k. transplant services and procedures provided by or at facilities that are not AvMed In-Network Center of Excellence facilities located within the State of Florida.
- 11.62 **Transportation** including expenses for ambulance services to and from a Physician or Hospital except as described in Part IX. COVERED MEDICAL SERVICES and Part X. LIMITATIONS OF COVERED MEDICAL SERVICES.
- 11.63 **Travel or vacation expenses** even if prescribed or ordered by a Health Professional.
- 11.64 **Treatment in a federal, state, or governmental entity** including any care in a Hospital or Other Health Care Facility owned or operated by any federal, state or other governmental entity unless coverage is required by applicable laws.
- 11.65 **Treatment, services or supplies received outside the United States**. However, benefits will be payable for Covered Services required to treat an Emergency Medical Condition or Urgent Medical Condition arising during travel outside of the continental United States, Alaska and Hawaii. Members are responsible for payment of such services at the time they are received and should submit the Claim to AvMed as described in Part XIII. REVIEW PROCEDURES/ AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL.
- 11.66 **Ventilator dependent care**, except as described in Part II. DEFINITIONS for 100 calendar days lifetime maximum benefit.
- 11.67 **Volunteer services**, or services which would normally be provided free of charge and any charges associated with Deductible, Coinsurance, or Copayment (if applicable) requirements which are waived by a Health Care Provider.
- 11.68 **Weight Control Services**. Except those services deemed preventive and given an 'A' or 'B' rating in current recommendations by the USPSTF, any service, treatment or program to lose, gain, or

maintain weight, including and without limitation, appetite suppressants, dietary regimens, food or food supplements (except as described under **Nutrition Therapy** in Part IX. COVERED MEDICAL SERVICES), and exercise programs or equipment, whether or not a part of a treatment plan for a Condition.

11.69 **Wigs** or cranial prostheses.

11.70 **Workers' Compensation Benefits.** Any sickness or injury for which the Member is paid benefits, or may be paid benefits if claimed, if the Member is covered or could be covered by Workers' Compensation. In addition, if the Member enters into a settlement giving up rights to recover past or future medical benefits under a Workers' Compensation law, AvMed will not cover past or future Health Care Services that are the subject of or related to that settlement. Furthermore, if the Member is covered by a Worker's Compensation program that limits benefits if other than specified Health Care Providers are used and the Member receives care or services from a Health Care Provider not specified by the program, AvMed will not cover the balance of any costs remaining after the program has paid.

## **XII. PRESCRIPTION MEDICATION BENEFITS, LIMITATIONS AND EXCLUSIONS**

**See the Prescription Medication Amendment to your Contract for important information including Member cost-sharing, Limitations and Exclusions.** See also Part II. DEFINITIONS.

12.1 **Prescription Medication Definitions.** For the purposes of this Contract, the following terms have the meanings set forth below. See also Part II. Definitions.

- a. **Brand Medication** means a Prescription Drug that is usually manufactured and sold under a name or trademark by a pharmaceutical manufacturer or a medication that is identified as a Brand Medication by AvMed. AvMed delegates determination of Generic/Brand status to our Pharmacy Benefits Manager.
- b. **Brand Additional Charge** means the additional charge that must be paid if you or your Physician choose a Brand Medication when a Generic equivalent is available. The charge is the difference between the cost of the Brand Medication and the Generic Medication. This charge must be paid in addition to the non-preferred brand cost-sharing amount. **The Brand Additional Charge does not apply toward the Calendar Year Deductible or Out-of-Pocket Maximum.**
- c. **Dental-specific Medication** is medication used for dental-specific purposes including fluoride medications and medications packaged and labeled for dental-specific purposes.
- d. **Formulary List** means the listing of preferred and non-preferred medications as determined by AvMed's Pharmacy and Therapeutics Committee based on the clinical efficacy, relative safety and cost in comparison to similar medications within a therapeutic class. This multi-tiered list establishes different levels of cost-sharing for medications within therapeutic classes. As new medications become available, they may be considered excluded until they have been reviewed by AvMed's Pharmacy and Therapeutics Committee. Specific medications on the Formulary List and their placement in a given therapeutic class are subject to change at any time without prior notice to you or your approval. It is your responsibility to consult with your Attending Physician to determine whether a medication is on the Formulary List at the time the prescription is rendered.
- e. **Generic Medication** means a medication that has the same active ingredient as a Brand Medication or is identified as a Generic Medication by AvMed's Pharmacy Benefits Manager.
- f. **In-Network Pharmacy** means a pharmacy (retail, mail order or specialty pharmacy) that has entered into an agreement to provide Prescription Medications to AvMed Members and has been designated as an In-Network Pharmacy. Except for emergencies, covered Prescription Medications must be obtained at In-Network Pharmacies.
- g. **Maintenance Medication** is a medication that is approved by the U.S. Food and Drug Administration (FDA), for which the duration of therapy can reasonably be expected to exceed one year, as determined by the Pharmacy Benefits Manager.

- h. **Specialty Medications** are high cost medications that are self-administered by Members. These medications may be limited in distribution to in-network specialty pharmacies. Many of these medications require Prior Authorization and are limited to a maximum 30-day supply per dispensing.
- 12.2 **Pharmacy Coverage Criteria.** Your Prescription Medication coverage includes outpatient medications (including certain contraceptives) that require a prescription, are prescribed by a Physician in accordance with AvMed's Coverage Criteria, and are filled at an AvMed In-Network Pharmacy. AvMed reserves the right to make changes in Coverage Criteria for covered products and services.
- 12.3 **Prior Authorization and Progressive Medication Program.** Your Prescription Medication coverage may require Prior Authorization, and such Prior Authorization may include the Progressive Medication Program for certain covered medications. The prescribing Physician or the In-Network Pharmacy must obtain approval (prior to dispensing) from AvMed. The list of Prescription Medications requiring Prior Authorization is subject to periodic review and modification by AvMed and may be amended without notice. A copy of the list of covered Prescription Medications, drugs requiring Prior Authorization and drugs that are a part of the Progressive Medication Program are available from AvMed's Member Engagement Center or from the AvMed website. The Progressive Medication Program encourages the use of therapeutically-equivalent lower-cost medications by requiring certain medications to be utilized to treat a Condition prior to approving another medication for that Condition. The Progressive Medication Program includes the first-line use of preferred medications that are proven to be safe and effective for a given Condition and can provide the same health benefit as more expensive non-preferred medications at a lower cost.
- 12.4 **Cost-Sharing and Refilling Prescriptions.** Your retail Prescription Drug coverage includes up to a 30-day supply of a medication for the cost-sharing amounts shown in your Prescription Medication Amendment. Your prescription may be refilled via retail or mail order after 75% of your previous fill has been used and subject to a maximum of 13 refills per year. You also have the opportunity to obtain a 90-day supply of Prescription Medications used for chronic Conditions including asthma, cardiovascular disease, and diabetes, from a retail In-Network Pharmacy or via mail order for the applicable cost-sharing per 30-day supply.
- 12.5 **Quantity Limits for Prescriptions.** Quantity limits are set in accordance with FDA approved prescribing limitations, general practice guidelines supported by medical specialty organizations, or evidence-based, statistically valid clinical studies without published conflicting data. This means that a medication-specific quantity limit may apply to Prescription Medications that have an increased potential for over-utilization or an increased potential for a Member to experience an adverse effect at higher doses.
- 12.6 **Obtaining Prescribed Medications.** To obtain your Prescription Medication, take your prescription to, or have your Physician call, an AvMed In-Network Pharmacy. Present your prescription along with your AvMed Identification Card. Pay any applicable Calendar Year Deductible and Copayment or Coinsurance (as well as any additional charge that may apply if a Brand Medication is chosen when a Generic equivalent is available) as described in the Prescription Medication Amendment to this Contract. Your Physician should submit prescriptions for Specialty Medications to AvMed's in-network specialty pharmacy.
- 12.7 **Mail Services for Prescriptions.** Mail-order Prescription Drug coverage, If available under your Plan, includes up to a 90-day supply of a routine Maintenance Medication for the cost-sharing amount shown in your Prescription Medication Amendment. If the amount of medication is less than a 90-day supply, you will still be charged the mail order cost-sharing amount. Mail service is a benefit option for Maintenance Medications needed for chronic or long-term health Conditions. It is often best to get an initial prescription filled at your retail In-Network Pharmacy. Ask your Physician for an additional prescription for a 60-90-day supply of your medication to be ordered through mail service. Please refer to your Prescription Medication Amendment for cost-sharing amounts for Prescription Medications ordered through mail services.



- 12.8 **Prescription Medication Benefits Disclaimer.** Filling a prescription at a pharmacy is not a Claim for benefits and is not subject to the Claims and Appeals procedures under the Employee Retirement Income Security Act of 1974 (ERISA). However, any Prescription Medications that require Prior Authorization will be treated as a Claim for benefits subject to the Claims and Appeals Procedures, as outlined in this Contract.
- 12.9 **Third-Party Assistance for Specialty Medications.** If you use any third-party Copayment assistance (sometimes also referred to as a "copay card" or "copay coupon") provided by a drug manufacturer or any other entity to pay any applicable Calendar Year Deductible, Copayment, or Coinsurance amounts for any Specialty Medications, you will not receive credit toward your Calendar Year Out-of-Pocket Maximum or Calendar Year Deductible for any such assistance you use.

### **XIII. REVIEW PROCEDURES AND HOW TO APPEAL A CLAIM (BENEFIT) DENIAL**

- 13.1 **Member's Rights of Review.** Members have the right to a review of any complaint regarding the services or benefits covered under this Contract. AvMed encourages the informal resolution of complaints. If you have a complaint, you or someone you name to act on your behalf (an authorized representative) may call AvMed's Member Engagement Center, and a Representative will try to resolve the complaint for you over the telephone. If you ask for a written response, or if the complaint is related to quality of care, we will respond in writing. The Member Engagement Center can also advise you how to name your authorized representative.
- 13.2 **Filing a Grievance.** If a Member's complaint cannot be resolved informally, it may be submitted to AvMed in writing. We call this 'filing a Grievance'. A Grievance is any complaint relating to Plan services, other than one that involves a request (Claim) for benefits or an appeal of an Adverse Benefit Determination. Grievances must be filed within 1 year of the occurrence of the event or action that led to the Grievance. Grievances will be deemed to have been filed on the date received by AvMed, and will be processed through AvMed's formal Member Grievance Procedures. AvMed will acknowledge and investigate the Grievance and provide a written response advising of the disposition within 60 days after receipt of the Grievance.
- a. Grievances relating to Plan services may be submitted in writing to:
- AvMed Member Engagement Center  
P.O. Box 569008  
Miami, Florida 33256-9908  
Telephone: 1-800-882-8633  
Fax: (305) 671-4736
- b. If you are not satisfied with AvMed's final decision, you may file a written Grievance with the Department of Financial Services (DFS) within 1 year of receipt of AvMed's final decision letter. You also have the right to contact DFS at any time to inform them of an unresolved Grievance. DFS may be contacted at the address below:
- Florida Department of Financial Services  
200 East Gaines Street  
Tallahassee, Florida 32399  
Telephone: 1-877-693-5236
- 13.3 **Claims for Benefits.** All Claims for benefits will be deemed to have been filed on the date received by AvMed. If a Claim is a Pre-Service or Urgent Care Claim, a Health Professional with knowledge of the Member's Condition will be permitted to act as the Member's authorized representative, and will be notified of all approvals on the Member's behalf.
- a. Pre-Service Claims
- i. Initial Claim. AvMed will notify the Claimant of the benefit determination with respect to a Pre-Service Claim no later than 15 days after receipt of the Claim. AvMed may extend this period one time for up to 15 additional days, if we determine that such an extension is necessary due to matters beyond our control, and we notify the Claimant before the

expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.

- 1) If such an extension is necessary because the Claimant failed to provide sufficient information to decide the Claim, the notice of extension will specifically describe the required information, and the Claimant will be afforded at least 45 days from receipt of the notice to provide the specified information.
  - 2) In the case of a failure by a Claimant to follow AvMed's procedures for filing a Pre-Service Claim, the Claimant will be notified of the failure and the proper procedures to be followed, no later than five days following such failure.
  - 3) AvMed's period for making the benefit determination will be tolled from the date the notification of the extension is sent to the Claimant, until the date the Claimant responds to the request for additional information. If the Claimant fails to supply the requested information within the 45-day period, the Claim will be denied.
- ii. Appeal of a Pre-Service Claim. A Claimant may appeal an Adverse Benefit Determination with respect to a Pre-Service Claim within 1 year of receiving the Adverse Benefit Determination. AvMed will review the Claim and notify the Claimant of its determination on review, no later than 30 days after AvMed receives the Claimant's request; except in limited cases when AvMed provides new information to the Claimant that AvMed is considering in the appeal, and gives the Claimant an opportunity to respond. An appeal of an Adverse Benefit Determination with respect to a Pre-Service Claim may be submitted to:

AvMed Member Engagement Center  
P.O. Box 569008  
Miami, Florida 33256-9908  
Telephone: 1-800-882-8633  
Fax: (305) 671-4736

b. Urgent Care Claims

- i. Initial Claim. Generally, the determination of whether a Claim is an Urgent Care Claim will be made by an individual acting on behalf of AvMed, applying the judgment of a prudent layperson possessing an average knowledge of health and medicine. However, if a Physician with knowledge of the Member's Condition determines that the Claim is an Urgent Care Claim, it will be deemed urgent. Urgent Care Claims may be made orally or in writing. AvMed will notify the Claimant of the benefit determination as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of the Urgent Care Claim.
  - 1) If the Claimant fails to provide sufficient information to determine whether or to what extent benefits are covered or payable under this Contract, AvMed will notify the Claimant, no later than 24 hours after receipt of the Claim, of the specific information necessary to complete the Claim. The Claimant will be afforded no less than 48 hours, to provide the specified information.
  - 2) AvMed will notify the Claimant of the benefit determination no later than 48 hours after the earlier of: AvMed's receipt of the specified information, or the end of the period afforded the Claimant to provide the specified information. If the Claimant fails to supply the specified information within the 48-hour period, the Claim will be denied.
  - 3) AvMed may notify the Claimant of the benefit determination orally or in writing. If the notification is provided orally, a written or electronic notification will also be provided to the Claimant no later than three days after the oral notification.
- ii. Appeal of an Urgent Care Claim. A Claimant may appeal an Adverse Benefit Determination with respect to an Urgent Care Claim within 1 year of receiving the Adverse Benefit Determination. AvMed will review the Claim and notify the Claimant of its benefit determination on review as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of the Claimant's request; except in limited cases when AvMed provides new information to the Claimant that AvMed is considering in the

appeal, and gives the Claimant an opportunity to respond. An appeal of an Adverse Benefit Determination with respect to an Urgent Care Claim may be submitted to AvMed's Member Engagement Center at the address listed under Appeal of a Pre-Service Claim, above.

c. Concurrent Care Claims

- i. Any reduction or termination by AvMed of Concurrent Care (other than by an amendment to this Contract or termination), before the end of an approved period of time or number of treatments, will constitute an Adverse Benefit Determination. In the event a Concurrent Care Claim results in an Adverse Benefit Determination, AvMed will notify the Claimant at a time sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination on review before the benefit is reduced or terminated.
  - 1) Any request by a Claimant that relates to an Urgent Care Claim to extend the course of treatment beyond the period of time or number of treatments previously authorized, will be decided as soon as possible, taking into account the medical exigencies. AvMed will notify the Claimant of the benefit determination within 24 hours after receipt of the Claim, provided the Claim is made to AvMed at least 24 hours before the expiration of the prescribed period of time or number of treatments.
  - 2) Notification and appeal of any Adverse Benefit Determination concerning a request to extend a course of treatment, whether involving an Urgent Care Claim or not, will be made in accordance with AvMed's review and notification procedures described herein.

d. Post-Service Claims

- i. Initial Claim. Post-Service Claims must be submitted to AvMed within 90 days from the date of service or within one year unless the Member was legally incapacitated; otherwise the Claim will be considered to have been waived.
  - 1) Post-Service Claims must include all of the information listed below. If a Claim is for services received to treat an Emergency Medical Condition or an Urgent Medical Condition while outside the continental United States, Alaska or Hawaii, the information must be translated into English.
    - a) The name of the individual who received the services;
    - b) The Member's name and Member ID number as they appear on the Member Identification Card;
    - c) The place of service and the date of service;
    - d) A description of the services including any applicable procedure codes;
    - e) The diagnosis including any applicable diagnosis codes;
    - f) The provider's name and address; and
    - g) The amount actually charged by the provider and a copy of the paid receipts;
  - 2) AvMed will notify the Claimant of the benefit determination no later than 30 days after receipt of a Post-Service Claim. AvMed may extend this period one time for up to 15 additional days if we determine such an extension is necessary due to matters beyond our control and we notify the Claimant, before the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.
    - a) If such an extension is necessary because the Claimant failed to provide sufficient information to decide the Claim, the notice of extension will specifically describe the required information, and the Claimant will be afforded at least 45 days from receipt of the notice to provide the specified information.
    - b) AvMed's period for making the benefit determination will be tolled from the date the notification of the extension is sent to the Claimant, until the date the Claimant responds to the request for additional information. If the Claimant fails to supply the requested information within the 45-day period, the Claim will be denied.

- ii. Appeal of a Post-Service Claim. A Claimant may appeal an Adverse Benefit Determination with respect to a Post-Service Claim within 1 year of receiving the Adverse Benefit Determination. AvMed will review the Claim and notify the Claimant of its determination on review, no later than 60 days after receipt of the Claimant's request; except in limited cases when AvMed provides new information to the Claimant that AvMed is considering in the appeal, and gives the Claimant an opportunity to respond. An appeal of an Adverse Benefit Determination with respect to a Post-Service Claim may be submitted to AvMed's Member Engagement Center, at the address listed in Appeal of a Pre-Service Claim, above.

13.4 **Manner and Content of Initial Claims Determination Notification.** AvMed will provide a Claimant with written or electronic notification of any Adverse Benefit Determination. The notification will set forth the following, in a manner calculated to be understood by the Claimant:

- a. sufficient information to identify the Claim, including (as applicable) the date of service, Health Care Provider, and Claim amount, as well as notice that the diagnosis and treatment codes, along with the corresponding meaning, are available free of charge upon request;
- b. the specific reason for the Adverse Benefit Determination including the denial code and its corresponding meaning;
- c. reference to the specific Contract provisions on which the determination is based;
- d. a description of any additional material or information necessary for the Claimant to perfect the Claim and an explanation of why such material or information is necessary;
- e. a description of AvMed's review procedures and the applicable time limits;
- f. in the case of an Adverse Benefit Determination involving an Urgent Care Claim, a description of the expedited review process applicable to such Claim;
- g. any internal rule, guideline, protocol or other similar criterion relied upon in making the Adverse Benefit Determination; or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge to the Claimant upon request;
- h. if the Adverse Benefit Determination is based on whether the treatment or service is Experimental or Investigational, or not Medically Necessary, either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Contract to the Member's medical circumstances; or a statement that such explanation will be provided free of charge upon request.

13.5 **Review Procedure upon Appeal.** In order to assure Claimants a full and fair review, AvMed's review procedures will include the following procedures and safeguards:

- a. Claimants may present evidence and submit written comments, documents, records and other information relating to a Claim.
- b. upon request and free of charge, Claimants will have reasonable access to and copies of any Relevant Documents. Relevant Document means, any documentation that (i) was relied upon in making a benefit determination; (ii) was submitted, considered or generated in the course of making a benefit determination, without regard to whether it was relied upon in making the determination; (iii) demonstrates compliance with the Plan's administrative process; and (iv) constitutes a statement of policy or guidance with respect to the Plan concerning the Adverse Benefit Determination for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the Adverse Benefit Determination.
- c. the review will take into account all comments, documents, records and other information the Claimant submitted relating to the Claim, without regard to whether such information was submitted or considered in the initial Adverse Benefit Determination.
- d. the review will be conducted by an appropriate named fiduciary of AvMed who is neither the individual who made the initial Adverse Benefit Determination nor the subordinate of such individual. Such person will not defer to the initial Adverse Benefit Determination.
- e. in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, medication, or other item is Experimental or Investigational, or not Medically Necessary, the

appropriate named fiduciary will consult with a Health Professional who has appropriate training and experience in the field of medicine relevant to the medical judgment.

- f. the review will provide for the identification of medical or vocational experts whose advice was obtained on behalf of AvMed in connection with a Claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the Adverse Benefit Determination.
- g. the review will provide that the Health Professional engaged for purposes of a consultation will be an individual who is neither an individual who was consulted in connection with the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.
- h. in the case of an Urgent Care Claim, there will be an expedited review process available, pursuant to which:
  - i. a request for an expedited appeal of an Adverse Benefit Determination may be submitted orally or in writing by the Claimant; and
  - ii. all necessary information, including AvMed's benefit determination on review, will be transmitted between AvMed and the Claimant by telephone, facsimile or other available similarly expeditious methods.

13.6 **Manner and Content of Appeal Notification.** AvMed will provide a Claimant with written or electronic notification of its benefit determination upon review. In the case of an Adverse Benefit Determination, AvMed will notify both the Member and the Health Professional, and the notification will set forth all of the following as appropriate, in a manner calculated to be understood by the Claimant:

- a. the specific reasons for the Adverse Benefit Determination;
- b. reference to the specific Contract provisions on which the Adverse Benefit Determination is based;
- c. a statement that the Claimant is entitled to receive reasonable access to, and copies of, any Relevant Documents, upon request and free of charge;
- d. a statement describing any voluntary appeal procedures offered by AvMed and the Claimant's right to obtain information about such procedures, and a statement of the Claimant's right to bring an action under ERISA Section 502(a) when applicable;
- e. any internal rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination; or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge to the Claimant upon request;
- f. if the Adverse Benefit Determination is based on whether a treatment or service is Experimental or Investigational, or not Medically Necessary, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Contract to the Member's medical circumstances; or a statement that such explanation will be provided free of charge upon request.

13.7 **External Review.** In the event of a final internal Adverse Benefit Determination, a Claimant may be entitled to an external review of the Claim. This request must be submitted in writing on an External Review Request form within 120 days of receipt of the Adverse Benefit Determination. The external reviewer will render a recommendation within 45 calendar days unless the request meets expedited criteria, in which case it will be resolved in no later than 72 hours. The external reviewer's recommendation will be binding. The external reviewer will notify the Claimant of its decision in writing, and the Plan will take action as appropriate to comply with such recommendation. For detailed information about the external review process, please contact AvMed's Member Engagement Center.

13.8 **Remedies if Process "Deemed Exhausted"**

- a. If we continue to deny the payment, coverage, or service requested or you do not receive a timely decision, you may be able to request an external review of your Claim by an independent third-party, who will review the denial and issue a final decision. You may contact

AvMed's Member Engagement Center at 1-800-882-8633 with any questions on your rights to external review. Please understand that if you want to be informed about the legal remedies that may be available to you and whether they are a better option for you than seeking independent external review, you should consult a lawyer of your choice. AvMed cannot provide you with legal advice. We can only explain the procedures for obtaining independent external review.

- b. If this Plan is subject to ERISA, please see the Addendum to this Group Medical and Hospital Service Contract. You also have the right to seek such legal remedies as may be available to you under ERISA Section 502 or state law.

#### **XIV. COORDINATION OF BENEFITS**

- 14.1 **How Coordination of Benefits (COB) Works.** The services and benefits provided under this Contract are not intended to and do not duplicate any benefit to which Members are entitled under any health plan, program or policy which may be subject to COB. The amount of our payment, if any, when we coordinate benefits under this Part, is based on whether or not AvMed is the primary payer. When AvMed is not primary, our payment for Covered Services may be reduced so that total benefits under all your plans will not exceed 100% of the total reasonable expenses actually incurred for Covered Services. For purposes of this Part, in the event you receive Covered Services from an In-Network Provider, 'total reasonable expenses' will mean the amount we are obligated to pay to the provider pursuant to the applicable provider agreement we have with such provider, or if there is no such provider agreement, the amount we are obligated to pay the provider pursuant to state or federal law. When AvMed is not the primary payer, and the primary payer's payment exceeds AvMed's contracted amount, no payment will be made for such services.
- 14.2 **Plans Subject to COB**
  - a. Health plans, programs or policies which may be subject to COB include the following, which will be referred to as "plans" for purposes of this Part:
    - i. any group or non-group health insurance contract, HMO contract, or other forms of group or group-type coverage whether insured or uninsured;
    - ii. medical care components of long-term care contracts such as skilled nursing care, medical benefits under group or individual automobile contracts; and
    - iii. Medicare or any other governmental plan as permitted by law.
- 14.3 **Member's Responsibilities to Avoid Duplication of Coverage.** You are responsible for providing us with written information concerning any other coverage you or your Covered Dependents may have. This information may be requested at the time of enrollment, by written correspondence annually thereafter or in connection with a specific Health Care Service you receive. Information should be provided within 30 days of a request. Information received after one year from the date of service will not be considered. **If we do not receive the information we request from you, we may deny your Claims and you will be responsible for payment of any expenses related to such denied Claims.**
- 14.4 **Order of Benefit Determination.** If any covered person is eligible for services or benefits under two or more plans, any plan without a COB provision is automatically designated as the primary plan. When all applicable plans have COB provisions, the order of benefit determination will be as follows:
  - a. Non-Dependent or Dependent. The plan that covers the person other than as a dependent (for example, as an employee, policyholder, Subscriber or retiree) is primary to the plan which covers the person as a dependent.
    - i. However, if the person is also a Medicare beneficiary, and if the rule established under the Social Security Act of 1965, as amended, makes Medicare secondary to the plan covering the person as a dependent of an active employee, a plan covering a person as an employee or subscriber is primary; a plan of an active worker covering a person as a dependent is secondary; and Medicare is last.
  - b. Dependent Children Covered Under More Than One Plan



- i. *Dependent children whose parents are not separated or divorced*
  - 1) the plan of the parent whose birthday, excluding year of birth, falls earlier in the year will be primary; or
  - 2) if both parents have the same birthday, excluding year of birth, the plan that has covered the parent the longest will be primary.
- ii. *Dependent children whose parents are separated or divorced*
  - 1) if a parent with sole parental responsibility is not remarried, the plan of the parent with custody is primary;
  - 2) if a parent with sole parental responsibility has remarried, the plan of the parent with sole parental responsibility is primary; the step-parent's plan is secondary; and the plan of the parent without parental responsibility pays last; and
  - 3) regardless of which parent has sole parental responsibility, whenever a court order specifies that one parent is financially responsible for the child's health care expenses, the plan of that parent is primary.
- c. However, if a plan subject to the birthday rule as stated above coordinates with an out-of-state plan under which the plan covering a person as a dependent of a male is primary, and those covering the person as a dependent of a female are secondary and if, as a result, the plans do not agree on the order of benefits, the provisions of the other plan will determine the order of benefits.
- d. A plan covering a person as an employee who is neither laid off nor retired, or as that employee's dependent, is primary to a plan covering that person as a laid off or retired employee, or as that employee's dependent. If the other policy or plan is not subject to this rule, and if, as a result, the policies or plans do not agree on the order of benefits, this paragraph will not apply.
- e. If none of the rules in paragraphs a. through d. above determine the order of benefits, the benefits of the plan which covered an employee or subscriber the longest will be primary.
- f. If the other plan does not have rules that establish the same order of benefits as under this Contract, the benefits under the other plan will be determined primary to the benefits under this Contract.
- g. If an individual is covered under a COBRA continuation plan and also under another Group Health Insurance plan, the plan covering the person as an employee or as the employee's dependent will be primary to the plan covering the person as a former employee or as the former employee's dependent.
- h. We will not coordinate benefits against an indemnity-type policy, an excess insurance policy, a policy with coverage limited to specified illnesses or accidents, or a Medicare supplement policy.

- 14.5 **Medicare Secondary Payer Provisions.** Individuals are eligible for Medicare and can be covered under it because of age, disability or end stage renal disease (ESRD). Individuals are also eligible for Medicare even when not covered under it if they refused it, dropped it or did not make a proper request for it. When you are eligible for Medicare, AvMed coordinates your benefits under this plan with the benefits Medicare pays. If you are eligible but not covered under Medicare, we may coordinate your benefits under this Plan with the benefits Medicare would pay had you enrolled. If you become Medicare eligible while covered under the Plan, you should visit [www.medicare.gov](http://www.medicare.gov) or contact your local Social Security office to learn about your eligibility, coverage options, enrollment periods and necessary steps to follow to ensure that you have adequate coverage.
- a. If you are eligible for Medicare due to age, have group health coverage based on you or your spouse's current employment and the employer has 20 or more employees, the group health plan is primary and Medicare is secondary.
  - b. If you are eligible for Medicare due to ESRD and have group health coverage based on you or your spouse's current employment, the group health plan is primary for the first 30 months beginning with the earlier of:
    - i. the month in which you became covered under Medicare Part A ESRD benefits; or

- ii. the first month in which you would have been covered under Medicare Part A ESRD benefits if a timely application had been made.
    - iii. After 30 months, Medicare is primary and the group health plan is secondary.
  - c. If you are eligible for Medicare due to a disability other than ESRD, have group health coverage based on you or a family member's current employment and the employer has:
    - i. 100 or more employees: the group health plan is primary and Medicare is secondary;
    - ii. less than 100 employees: Medicare is primary and the group health plan is secondary.
  - d. If you are eligible for Medicare due to age and have retiree coverage, Medicare is primary and the group health plan (retiree coverage) is secondary.
  - e. If you become covered under Medicare and are still eligible and covered under a group health plan, the employer may not offer, subsidize, procure or provide a Medicare supplement policy to you; nor may an employer persuade you to decline or terminate your coverage under the plan and elect Medicare as the primary payer.
- 14.6 **Right to Receive and Release Necessary Information.** For the purpose of determining the applicability and implementing the terms of the Coordination of Benefits provision of this Contract, AvMed may, without the consent of or notice to any person, plan or organization release to or obtain from any person, plan or organization any information, with respect to any Member or applicant for subscription, which AvMed deems to be necessary for such purposes.
- 14.7 **Facility of Payment.** Whenever payments which should have been made under this Plan have been made under any other plans, AvMed will have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts AvMed determines to be warranted in order to satisfy the intent of this provision, and amounts so paid will be deemed to be benefits paid under this Plan.
- 14.8 **Right of Recovery.** If the amount of the payments made by AvMed is more than it should have paid under the provisions of this Part, it may recover the excess from one or more of the persons it has paid, or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Member. The 'amount of the payments made' includes the reasonable cash value of any benefits provided in the form of services.

## **XV. SUBROGATION AND RIGHT OF RECOVERY**

- 15.1 **AvMed's Right of Subrogation and Recovery.** If AvMed provides health care benefits under this Contract for a Member for injuries or illness for which another party is or may be responsible, then AvMed retains the right to repayment of the full cost of all such benefits. AvMed's rights of recovery apply to any recoveries made by or on behalf of the Member from the following third-party sources, as allowed by law, including payments made by a third-party tortfeasor or any insurance company on behalf of the third-party tortfeasor; any payments or awards under an uninsured or underinsured motorist coverage policy; any worker's compensation or disability award or settlement; medical payments coverage under any automobile policy, premises or homeowners medical payments coverage or premises or homeowners insurance coverage; any other payments from a source intended to compensate a Member for injuries resulting from an accident or alleged negligence. For purposes of this Contract, a tortfeasor is any party who has committed injury, or wrongful act done willingly, negligently or in circumstances involving strict liability, but not including breach of contract for which a civil suit can be brought.
- 15.2 **Members Specifically Acknowledge AvMed's Right of Subrogation.** When AvMed provides health care benefits for injuries or illnesses for which a third-party is or may be responsible, AvMed will be subrogated to the Member's rights of recovery against any party to the extent of the full cost of all benefits provided by AvMed, to the fullest extent permitted by law. AvMed may proceed against any party with or without the Member's consent.
- 15.3 **Members Specifically Acknowledge AvMed's Right of Reimbursement.** This right of reimbursement attaches, to the fullest extent permitted by law, when AvMed has provided health care benefits for injuries or illness for which another party is or may be responsible and the Member or the Member's

representative has recovered any amounts from the third party or any party making payments on the third party's behalf. By providing any benefit under this Contract, AvMed is granted an assignment of the proceeds of any settlement, judgment or other payment received by the Member to the extent of the full cost of all benefits provided by AvMed. AvMed's right of reimbursement is cumulative with and not exclusive of AvMed's subrogation right and AvMed may choose to exercise either or both rights of recovery.

- 15.4 **Assent for Member Notification.** Member and the Member's representatives further agree to:
- a. notify AvMed promptly and in writing when notice is given to any third-party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to injuries or illness sustained by the Member that may be the legal responsibility of a third-party; and
  - b. cooperate with AvMed and do whatever is necessary to secure AvMed's rights of subrogation and reimbursement under this Contract; and
  - c. give AvMed a first-priority lien on any recovery, settlement or judgment or other source of compensation which may be had from a third-party to the extent of the full cost of all benefits provided by AvMed that are associated with injuries or illness for which a third-party is or may be responsible (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement); and
  - d. pay, as the first priority, from any recovery, settlement or judgment or other source of compensation, any and all amounts due AvMed as reimbursement for the full cost of all benefits provided by AvMed that are associated with injuries or illness for which a third-party is or may be responsible (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement), unless otherwise agreed to by AvMed in writing; and
  - e. do nothing to prejudice AvMed's rights as set forth above. This includes refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits, provided by AvMed.
- 15.5 **Recovery of Full Cost.** AvMed may recover the full cost of all benefits provided by AvMed under this Contract without regard to any claim of fault on the part of the Member, whether by comparative negligence or otherwise. No court costs or attorney fees may be deducted from AvMed's recovery without the prior express written consent of AvMed. In the event the Member or the Member's representative fails to cooperate with AvMed, the Member will be responsible for all benefits paid by AvMed in addition to costs and attorney's fees incurred by AvMed in obtaining repayment.

## **XVI. DISCLAIMER OF LIABILITY AND RELATIONSHIPS BETWEEN THE PARTIES**

- 16.1 **Indemnity of Parties**
- a. Subscribing Group. Neither Subscribing Group nor its agents, servants or employees, nor any Member is the agent or representative of AvMed, and none of them will be liable for any acts or omissions of AvMed, its agents or employees, or of an in-network Hospital or Physician, or any other person or organization with which AvMed has made or hereafter will make arrangements for the performance of services under this Contract.
  - b. Members. Members will not be liable to AvMed or In-Network Providers except as specifically set forth herein, provided all procedures set forth herein are followed.
  - c. AvMed. Neither AvMed nor its agents, servants or employees is the agent or representative of the Subscribing Group, and none of them will be liable for any acts or omissions of Subscribing Group, its agents or employees, or any other person representing or acting on behalf of the Subscribing Group.
- 16.2 **Relationship of AvMed and In-Network Providers.** AvMed does not directly employ any practicing Physicians nor any Hospital personnel or Physicians. These Health Care Providers are independent contractors and are not the agents or employees of AvMed. AvMed will be deemed not to be a Health Care Provider with respect to any services performed or rendered by any such independent contractors. In-Network Providers maintain the Physician/patient relationship with Members and are solely responsible for all Health Care Services which In-Network Providers render to Members.

Therefore, AvMed will not be liable for any negligent act or omission committed by any independent practicing Physicians, nurses or medical personnel, nor any Hospital or health care facility, its personnel, other Health Professionals or any of their employees or agents who may, from time to time, provide Health Care Services to a Member of AvMed. Furthermore, AvMed will not be vicariously liable for any negligent act or omission of any of these independent Health Professionals who treat a Member of AvMed.

- 16.3 **Member's Refusal of Procedures or Treatment.** Certain Members may, for personal reasons, refuse to accept procedures or treatment recommended by in-network Physicians. Physicians may regard such refusal to accept their recommendations as incompatible with the continuance of the Physician/patient relationship and as obstructing the provision of proper medical care, and the Physician may terminate his provider relationship with the Member. If a Member refuses to accept the medical treatment or procedure recommended by the in-network Physician and if, in the judgment of the in-network Physician, no professionally acceptable alternative exists or if an alternative treatment does exist but is not recommended by the in-network Physician, the in-network Physician will advise the Member accordingly.

## **XVII. GENERAL PROVISIONS**

- 17.1 **Amendment.** The terms of coverage and benefits to be provided by us may be amended annually on this Contract's anniversary date, without your consent or the consent of any other person, upon 60 days prior written notice to the Subscribing Group. In the event the amendment is unacceptable to the Subscribing Group, the Subscribing Group may terminate this Contract upon at least ten days prior written notice to us. Any such amendment will be without prejudice to Claims filed with us and related to Covered Services prior to the date of such amendment. No agent or other person, except a duly authorized officer of AvMed, has the authority to modify the terms of this Contract, or to bind us in any manner not expressly described herein, including the making of any promise or representation, or by giving or receiving any information. The terms of coverage and benefits to be provided by us may not be amended by the Subscribing Group unless such amendment is evidenced in writing and signed by a duly authorized officer of AvMed.
- 17.2 **Assignment and Delegation.** Your rights and obligations arising hereunder may not be assigned, delegated or otherwise transferred by you without our written consent. We may assign our rights and coverage, or benefit obligations to our successor in interest or an affiliated entity without your consent at any time. Any assignment, delegation, or transfer made in violation of this provision will be void.
- 17.3 **Circumstances Not Reasonably Within the Control of AvMed.** In the event of circumstances not reasonably within the control of AvMed, including major disasters and under such circumstances as complete or partial destruction of facilities, an act of God, war, riot, civil insurrection, disability of a significant part of a Hospital or in-network medical personnel or similar causes, if the rendition of Health Care Services and Hospital services provided under this Contract is delayed or rendered impractical, neither AvMed, In-Network Providers, nor any Physician will have any liability or obligation on account of such delay or failure to provide services; however, AvMed will make a good faith effort to arrange for the timely provision of Covered Services during such event.
- 17.4 **Clerical Errors.** Clerical errors will neither deprive any individual Member of any benefits or coverage provided under this Group Contract nor will such errors act as authorization of benefits or coverage for the Member that is not otherwise validly in force.
- 17.5 **Compliance with Law.** The terms of coverage and benefits to be provided by us under this Contract will be deemed to have been modified by the parties, and will be interpreted so as to comply with applicable State of Florida and United States laws and regulations dealing with rates, benefits, eligibility, enrollment, termination, conversion, or other rights and duties of you, or AvMed.
- 17.6 **Confidentiality**
- a. Except as otherwise specifically provided herein, and except as may be required in order for us to administer coverage and benefits, specific medical information concerning you, received

by providers, will be kept confidential by us in conformity with applicable law. Such information may be disclosed to third parties for use in connection with bona fide medical research and education, or as reasonably necessary in connection with the administration of coverage and benefits, specifically including our quality assurance and Care Management Programs. Additionally, we may disclose such information to entities affiliated with us or other persons or entities we utilize to assist in providing coverage, benefits or services under this Contract. Further, any documents or information properly subpoenaed in a judicial proceeding, or by order of a regulatory agency, will not be subject to this provision.

- b. Our arrangements with a provider may require that we release certain Claims and medical information about persons covered under this Contract to that provider even if treatment has not been sought by or through that provider. By accepting coverage, you hereby authorize us to release to providers Claims information, including related medical information, pertaining to you in order for any such provider to evaluate your financial responsibility under this Contract.

- 17.7 **Contracting Parties.** By executing this Contract, Subscribing Group and AvMed agree to make the Health Care Services and Hospital services specified herein available to persons who are eligible under the provisions of Part III. ELIGIBILITY FOR COVERAGE. Subscribing Group hereby represents that it has met the non-discrimination testing requirements under U.S. Code Section 105(h). The delivery of benefits and services covered in this Contract will be subject to the provisions, Limitations and Exclusions set forth herein and any amendments, modifications and Contract termination provisions specified herein, and by the mutual agreement between AvMed and Subscribing Group, without the consent or concurrence of the Members. By electing or accepting Health Care Services and Hospital or other benefits hereunder, all Members legally capable of contracting and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.
- 17.8 **Contract Review by Subscribing Group.** The Subscribing Group may, if this Contract is not satisfactory for any reason, return this Contract within three days after receipt and receive a full refund of the deposit paid, if any, unless the services of AvMed were utilized during the three days. If this Contract is not returned within three days after receipt, then this Contract will be deemed to have been accepted.
- 17.9 **Cooperation Required of You and Your Covered Dependents.** You must cooperate with us, and must execute and submit to us any consents, releases, assignments, and other documents we may request in order to administer and exercise our rights hereunder. Failure to do so may result in the denial of Claims and will constitute grounds for termination of coverage for cause, by us, as set forth in Part V. TERMINATION.
- 17.10 **Eligibility Requirements Control.** The eligibility requirements set forth herein will at all times control and no coverage contrary thereto will be effective. Coverage will not be implied due to clerical or administrative errors if such coverage would be contrary to Part III.
- 17.11 **Entire Agreement.** This Contract, including the Group Master Application and any enrollment forms, schedules and amendments, sets forth the exclusive and entire understanding and agreement between you and AvMed and will be binding upon Subscribing Group, all Members, AvMed, and any of their subsidiaries, affiliates, successors, heirs, and permitted assignees. All prior negotiations, agreements, and understandings are superseded hereby.
- 17.12 **Evidence of Coverage.** You have been provided with this Contract as evidence of coverage.
- 17.13 **ERISA.** When this Contract is purchased by the Subscribing Group to provide benefits under a welfare plan governed by ERISA, AvMed will be considered a fiduciary to the extent that it performs any discretionary functions on behalf of the Plan. If a Member has questions about the group's welfare plan, the Member should contact the Subscribing Group.
- 17.14 **Florida Agency for Health Care Administration (AHCA) Performance Outcome and Financial Data.** The performance outcome and financial data published by AHCA, pursuant to Section 408.05, *Florida Statutes*, or any successor statute, located at the website address may be accessed through the link provided on AvMed's website at [www.avmed.org](http://www.avmed.org).

- 17.15 **Identification Cards.** Cards issued by AvMed to Members pursuant to this Contract are for purposes of identification only. Possession of an AvMed Identification Card confers no right to Health Care Services or other benefits under this Contract. To be entitled to such services or benefits the holder of the card must be, in fact, a Member on whose behalf all applicable Premiums under this Contract have actually been paid and accepted by AvMed. Please carry your Identification Card with you at all times, and present it before Covered Services are rendered. If your Identification Card is missing, lost, or stolen, contact AvMed's Member Engagement Center at 1-800-882-8633, or visit AvMed's website at [www.avmed.org](http://www.avmed.org). Member Identification Cards are AvMed's property and, upon request, will be returned to AvMed within 30 days of the termination of your coverage.
- 17.16 **Membership Application.** Members or applicants for membership will complete and submit to AvMed such applications or other forms or statements as AvMed may reasonably request. If a Member or applicant fails to provide accurate information which AvMed deems material then, upon ten days written notice, AvMed may deny membership to such individual. Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of Claim or an application containing any false, incomplete or misleading information is guilty of a felony, punishable as provided by *Florida Statutes*.
- 17.17 **Minimum Enrollment Requirement.** This Contract, at the sole option of AvMed, will not be accepted if at the time of the renewal offering to the Subscribing Group the total enrollment does not result in a predetermined minimum enrollment as established by AvMed, pursuant to Florida law. The required minimum group enrollment is included in the Rate Letter (as defined in this Part) furnished to the Subscribing Group.
- 17.18 **Misrepresentation of Material Fact by Party Applying for Coverage.** Time limit on certain defenses: Fraudulent or intentional misrepresentation of material facts made by the applicant, Subscriber, or Covered Dependents which are discovered by AvMed within two years of the issue date of the Contract may prevent payment of benefits under this Contract and may void this Contract for the individual making the misrepresentation or fraudulent statement. Fraudulent misstatements discovered by AvMed at any time, may result in this Contract being voided or Claims being denied for the individual about whom the fraudulent misstatement is made.
- 17.19 **Misstatement of Age, Residence or Tobacco Use.** If any written information has been misstated by you, upon 30 days' notice from AvMed, the Premium amount owed under this Contract will be what the Premium would have been had the correct information been provided to AvMed. If such misstatement causes us to accept Premiums for a time period during which we would not have accepted Premiums if the correct information had been stated, our only liability will be the return of any unearned Premium. We will not provide any coverage for that time period. This right is in addition to any other rights we may have under this Contract and applicable laws.
- 17.20 **Modification of AvMed Provider Network and Participation Status.** The AvMed Achieve Plan provider network and the participation status of individual providers available under this Contract are subject to change at any time without prior notice to you or your approval. Additionally, we may at any time terminate or modify the terms of any provider contract, and may enter into additional provider contracts, without prior notice to or approval by you. It is your responsibility to determine whether a Health Care Provider is an In-Network Provider at the time the Health Care Service is rendered.
- 17.21 **Non-Waiver.** Any failure by us at any time, or from time to time, to enforce or to require the strict adherence to any of the terms or conditions described herein, will in no event constitute a waiver of any such terms or conditions. Further, it will not affect our right at any time to enforce or avail ourselves of any such remedies as we may be entitled to under applicable law or this Contract.
- 17.22 **Notices.** Any notice required or permitted hereunder will be deemed given if hand delivered or if mailed by the United States Postal Service, postage prepaid, and addressed as listed below. Such notice will be deemed effective as of the date delivered or so deposited in the mail.
- a. If to us:  
To the address printed on the AvMed Identification Card.

- b. If to you:  
To the latest address provided by you according to our records or to the Member's latest address on enrollment forms actually delivered to us.
- c. If to Subscribing Group:  
To the address provided in the Group Master Application.

- 17.23 **Plan Administration.** AvMed may from time to time adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Contract.
- 17.24 **Premium Tax/Surcharge.** If any government entity will impose a Premium tax or surcharge, then upon 30 days' notice from AvMed, the sums due from the Subscribing Group under the terms of this Contract will be increased by the amount of such Premium tax or surcharge.
- 17.25 **Promissory Estoppel.** No oral statements, representations, or understanding by any person can change, alter, delete, add, or otherwise modify the express written terms of this Contract.
- 17.26 **Rate Letter.** The term 'Rate Letter' refers to a compilation of documents which constitute AvMed's formal notice to the Subscribing Group of: (i) the Premium rates applicable to the Subscribing Group, (ii) the conditions under which the rates are valid, (iii) the Premium payment terms and due dates, and (iv) the additional charge which will apply to all late Premium payments. AvMed reserves the right to adjust (re-rate) the Premium rates to account for material changes in group size or in the data supplied by the Subscribing Group to AvMed.
- 17.27 **Right to Receive Necessary Information.** We have the right to receive, from you and any Health Care Provider rendering services to you, information that is reasonably necessary, as determined by us, in order to administer the coverage and benefits we provide, subject to all applicable confidentiality requirements listed above. By accepting coverage, you authorize every Health Care Provider who renders services to you, to disclose to us or to entities affiliated with us, upon request, all facts, records, and reports pertaining to your care, treatment, and physical or mental Condition, and to permit us to copy any such records and reports so obtained.
- 17.28 **Third-Party Beneficiary.** This Contract was issued by AvMed to the Subscriber, and was entered into solely and specifically for the benefit of AvMed and the Subscriber. The terms and provisions of the Contract will be binding solely upon, and inure solely to the benefit of, AvMed and the Subscriber, and no other person will have any rights, interest or claims hereunder, or be entitled to sue for a breach hereof as a third-party beneficiary or otherwise. AvMed and the Subscriber hereby specifically express their intent that Health Care Providers that have not entered into contracts with AvMed to render the professional Health Care Services set forth herein will not be third-party beneficiaries under this Contract.



## Addendum to the AvMed Group Medical and Hospital Service Contract

This addendum together with the benefits provisions of the AvMed Group Medical and Hospital Service Contract (the "Contract") and the other attached documents constitute the summary plan description for this portion of your Subscribing Group's Welfare and/or Benefit Plan (the "Plan"). To the extent there are any inconsistencies between the provisions of this Addendum and the provisions of the Contract, the terms and provisions of this Addendum will govern. The official Plan document contains the full Plan details. This document does not create a contract of employment between the Subscribing Group and any employee. The Subscribing Group reserves the right to discontinue, amend or replace this Plan at its discretion at any time for any reason. If you have further questions about the Plan or would like a complete copy of the Plan document, contact your human resources representative.

### **Statement of ERISA Rights**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series), if any, and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5599, if any is required by ERISA to be prepared, in which case, the Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan (pension/welfare) benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a (pension/welfare) benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500) from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a

federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory), or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

|                                                |                                                                                                                   |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Official Plan Name:</b>                     | <b>City of Opa Locka</b>                                                                                          |
| <b>Plan Sponsor:</b>                           | <b>City of Opa Locka<br/>3400 NW 135th St Bldg B<br/>Opa Locka, FL 33054-4708</b>                                 |
| <b>Plan Administrator:</b>                     | <b>City of Opa Locka<br/>3400 NW 135th St Bldg B<br/>Opa Locka, FL 33054-4708</b>                                 |
| <b>Claims Administrator:</b>                   | <b>AvMed Inc.<br/>9400 S Dadeland Blvd.<br/>Miami, FL 33156</b>                                                   |
| <b>Plan Year:</b>                              | <b>2021</b>                                                                                                       |
| <b>Effective Date of Plan:</b>                 | <b>10/1/2021</b>                                                                                                  |
| <b>Employer Identification Number:</b>         | <b>59-6000394</b>                                                                                                 |
| <b>Plan Type:</b>                              | <b>Fully-insured welfare benefit plan: HMO</b>                                                                    |
| <b>Sources of Funding for the Plan:</b>        | <b>Benefits under the plan are provided through a fully-insured contract with AvMed Inc.</b>                      |
| <b>Sources of Contribution:</b>                | <b>Employer and Employee contributions. The amount of the contributions are determined by Plan Administrator.</b> |
| <b>ERISA Plan No:</b>                          | <b>501</b>                                                                                                        |
| <b>Agent for Service of Legal Process:</b>     | <b>Steven M. Ziegler<br/>4300 NW 89th Blvd.<br/>Gainsville, FL 32606</b>                                          |
| <b>Organization that Provides the Benefit:</b> | <b>AvMed Inc.<br/>9400 S Dadeland Blvd.<br/>Miami, FL 33156</b>                                                   |



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a **summary**. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-88-AVMED (1-800-882-8633) or visit [www.avmed.org](http://www.avmed.org). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms see the Glossary. You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-88-AVMED (1-800-882-8633) to request a copy.

| Important Questions                                                             | Answers                                                                                                                                                                                                                                                                                                                                  | Why This Matters:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What is the overall <a href="#">deductible</a> ?                                | \$3,500 individual / \$7,000 family                                                                                                                                                                                                                                                                                                      | Generally, you must pay all the costs from providers up to the <a href="#">deductible</a> amount before this <a href="#">plan</a> begins to pay. If you have other family members on the <a href="#">plan</a> , each family member must meet their own individual <a href="#">deductible</a> until the total amount of <a href="#">deductible</a> expenses paid by all family members meets the overall family <a href="#">deductible</a> .                                                                                                                                                                                                              |
| Are there services covered before you meet your <a href="#">deductible</a> ?    | Yes. Preventive care, office visits, certain lab tests, diagnostic tests & imaging, certain <a href="#">prescription</a> drugs, <a href="#">urgent and emergent care</a> , and certain recovery services, e.g., <a href="#">habilitation and rehabilitation services</a> , are covered before you meet your <a href="#">deductible</a> . | This <a href="#">plan</a> covers some items and services even if you haven't yet met the <a href="#">deductible</a> amount. But a <a href="#">copayment</a> or <a href="#">coinsurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without <a href="#">cost-sharing</a> and before you meet your <a href="#">deductible</a> . See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .                                                      |
| Are there other <a href="#">deductibles</a> for specific services?              | No.                                                                                                                                                                                                                                                                                                                                      | You don't have to meet <a href="#">deductibles</a> for specific services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a> ? | \$6,350 individual / \$12,700 family                                                                                                                                                                                                                                                                                                     | The <a href="#">out-of-pocket limit</a> is the most you could pay in a year for covered services. If you have other family members in this <a href="#">plan</a> , they have to meet their own <a href="#">out-of-pocket limits</a> until the overall family <a href="#">out-of-pocket limit</a> has been met.                                                                                                                                                                                                                                                                                                                                            |
| What is not included in the <a href="#">out-of-pocket limit</a> ?               | Premiums, <a href="#">prescription drug</a> brand additional charges and manufacturer assistance, and health care this <a href="#">plan</a> doesn't cover.                                                                                                                                                                               | Even though you pay these expenses, they don't count toward the <a href="#">out-of-pocket limit</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Will you pay less if you use a <a href="#">network provider</a> ?               | Yes. See <a href="http://www.avmed.org">www.avmed.org</a> or call 1-800-88-AVMED (1-800-882-8633) for a list of <a href="#">network providers</a> .                                                                                                                                                                                      | This <a href="#">plan</a> uses a <a href="#">provider network</a> . You will pay less if you use a <a href="#">provider</a> in the <a href="#">plan's network</a> . You will pay the most if you use an <a href="#">out-of-network provider</a> , and you might receive a bill from a <a href="#">provider</a> for the difference between the provider's charge and what your <a href="#">plan</a> pays ( <a href="#">balance billing</a> ). Be aware your <a href="#">network provider</a> might use an <a href="#">out-of-network provider</a> for some services (such as lab work). Check with your <a href="#">provider</a> before you get services. |
| Do you need a <a href="#">referral</a> to see a <a href="#">specialist</a> ?    | No.                                                                                                                                                                                                                                                                                                                                      | You can see the <a href="#">specialist</a> you choose without a <a href="#">referral</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

| Common Medical Event                                                   | Services You May Need                                  | What You Will Pay                                                                                                                                               |                                                    | Limitations, Exceptions, & Other Important Information                                                                                                      |
|------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                        |                                                        | an In-Network Provider (You will pay the least)                                                                                                                 | an Out of Network Provider (You will pay the most) |                                                                                                                                                             |
| If you visit a health care <a href="#">provider's</a> office or clinic | Primary care visit to treat an injury or illness       | \$25 copay/ visit                                                                                                                                               | Not Covered                                        | Additional charges may apply for non-preventive services performed in the Physician's office.                                                               |
|                                                                        | <a href="#">Specialist</a> visit                       | \$50 copay/ visit                                                                                                                                               | Not Covered                                        | Additional charges may apply for non-preventive services performed in the Physician's office.                                                               |
|                                                                        | <a href="#">Preventive care/screening/immunization</a> | No Charge                                                                                                                                                       | Not Covered                                        | You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for. |
| If you have a test                                                     | <a href="#">Diagnostic test</a> (x-ray, blood work)    | \$100 copay/ visit at independent facilities;<br>\$200 copay/ visit at hospital-owned or affiliated facilities;<br>no charge for lab work at participating labs | Not Covered                                        | Charges for office visits may apply if services are performed in a Physician's office. Charges for certain other labs and Specialty labs will be higher.    |
|                                                                        | Imaging (CT/PET scans, MRIs)                           | \$100 copay/ visit at independent facilities;<br>\$200 copay/ visit at hospital-owned or affiliated facilities                                                  | Not Covered                                        | Charges for office visits or Physician/professional services may also apply depending where services are received.                                          |

| Common Medical Event                                                                                                                                                                              | Services You May Need                            | What You Will Pay                                                                |                                                                                                                    | Limitations, Exceptions, & Other Important Information                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                   |                                                  | an In-Network Provider (You will pay the least)                                  | an Out of Network Provider (You will pay the most)                                                                 |                                                                                                                                                                |
| <b>If you need drugs to treat your illness or condition</b><br>More information about <a href="#">prescription drug coverage</a> is available at <a href="http://www.avmed.org">www.avmed.org</a> | Value generic drugs (Tier 1)                     | \$20 copay/ prescription (retail); \$50 copay/ prescription (mail order)         | Not Covered                                                                                                        | Retail charge applies per 30-day supply.                                                                                                                       |
|                                                                                                                                                                                                   | Generic Drugs (Tier 2)                           | \$30 copay/ prescription (retail); \$75 copay/ prescription (mail order)         | Not Covered                                                                                                        | Generic & brand drugs: covers up to a 90-day supply at retail pharmacies and a 60-90 day supply via mail order.                                                |
|                                                                                                                                                                                                   | Preferred brand drugs (Tier 3)                   | \$50 copay/ prescription (retail); \$125 copay/ prescription (mail order)        | Not Covered                                                                                                        | Certain drugs in all tiers require prior authorization.                                                                                                        |
|                                                                                                                                                                                                   | Non-Preferred brand drugs (Tier 4)               | \$100 copay/ prescription (retail); \$250 copay/ prescription (mail order)       | Not Covered                                                                                                        | Brand additional charges may apply.                                                                                                                            |
|                                                                                                                                                                                                   | Specialty drugs (Tier 5)                         | 50% coinsurance (retail only)                                                    | Not Covered                                                                                                        | Specialty drugs available in 30-day supply only; not available via mail order.                                                                                 |
| <b>If you have outpatient surgery</b>                                                                                                                                                             | Facility fee (e.g., ambulatory surgery center)   | 20% coinsurance after deductible                                                 | Not Covered                                                                                                        | Prior authorization required.                                                                                                                                  |
|                                                                                                                                                                                                   | Physician/surgeon fees                           | 20% coinsurance after deductible                                                 | Not Covered                                                                                                        | Prior authorization required.                                                                                                                                  |
| <b>If you need immediate medical attention</b>                                                                                                                                                    | <a href="#">Emergency room care</a>              | \$200 copay/ visit                                                               | \$200 copay/ visit                                                                                                 | AvMed must be notified within 24-hours of inpatient admission following emergency services, or as soon as reasonably possible. Charges are waived if admitted. |
|                                                                                                                                                                                                   | <a href="#">Emergency medical transportation</a> | \$150 copay/ one way ground transport                                            | \$150 copay/ one way ground transport                                                                              | 50% coinsurance after deductible for air and water transportation.                                                                                             |
|                                                                                                                                                                                                   | <a href="#">Urgent care</a>                      | \$40 copay/ visit at urgent care facilities; \$25 copay/ visit at retail clinics | \$40 copay/ visit after deductible at urgent care facilities; \$25 copay/ visit after deductible at retail clinics | -----None-----                                                                                                                                                 |
| <b>If you have a hospital stay</b>                                                                                                                                                                | Facility fee (e.g., hospital room)               | 20% coinsurance after deductible                                                 | Not Covered                                                                                                        | Prior authorization required.                                                                                                                                  |
|                                                                                                                                                                                                   | Physician/surgeon fees                           | 20% coinsurance after deductible                                                 | Not Covered                                                                                                        | Prior authorization required.                                                                                                                                  |

| Common Medical Event                                                      | Services You May Need                     | What You Will Pay                                                                    |                                                    | Limitations, Exceptions, & Other Important Information                                            |
|---------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------|
|                                                                           |                                           | an In-Network Provider (You will pay the least)                                      | an Out of Network Provider (You will pay the most) |                                                                                                   |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services                       | \$25 copay/ visit                                                                    | Not Covered                                        | Prior authorization may be required.                                                              |
|                                                                           | Inpatient services                        | 20% coinsurance after deductible                                                     | Not Covered                                        | Prior authorization may be required.                                                              |
| If you are pregnant                                                       | Office visits                             | Routine OB & midwife: \$25 copay/ 1st visit only; subsequent visits at no charge     | Not Covered                                        | -----None-----                                                                                    |
|                                                                           | Childbirth/delivery professional services | 20% coinsurance after deductible                                                     | Not Covered                                        | Maternity care may include tests and services described elsewhere in this SBC (e.g., ultrasound). |
|                                                                           | Childbirth/delivery facility services     | Hospital stay: 20% coinsurance after deductible; Birthing center: Same as Routine OB | Not Covered                                        | Prior authorization required.                                                                     |



| Common Medical Event                                           | Services You May Need                     | What You Will Pay                                                                                                                                                             |                                                    | Limitations, Exceptions, & Other Important Information                                                                                                                                                        |
|----------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                |                                           | an In-Network Provider (You will pay the least)                                                                                                                               | an Out of Network Provider (You will pay the most) |                                                                                                                                                                                                               |
| If you need help recovering or have other special health needs | <a href="#">Home health care</a>          | \$50 copay/ visit after deductible                                                                                                                                            | Not Covered                                        | Limited to 20 skilled visits per calendar year. Approved treatment plan required.                                                                                                                             |
|                                                                | <a href="#">Rehabilitation services</a>   | \$50 copay/ visit at independent facilities;<br>\$50 copay/ visit after deductible at hospital-owned or affiliated facilities;<br>\$25 copay/ visit for chiropractic services | Not Covered                                        | Limited to 35 visits per calendar year for rehabilitative outpatient PT, OT, ST, cardiac rehab, pulmonary rehab, and chiropractic services combined. Cardiac and pulmonary rehab require prior authorization. |
|                                                                | <a href="#">Habilitation services</a>     | \$50 copay/ visit                                                                                                                                                             | Not Covered                                        | Habilitative PT, OT, and ST, when provided for the treatment of autism spectrum disorder and Down syndrome, are limited to a combined maximum of 100 visits per calendar year.                                |
|                                                                | <a href="#">Skilled nursing care</a>      | \$250 copay/ day for the first 5 days per admission after deductible                                                                                                          | Not Covered                                        | Limited to 60 days post-hospitalization care per calendar year. Prior authorization required.                                                                                                                 |
|                                                                | <a href="#">Durable medical equipment</a> | \$250 copay/ episode of illness                                                                                                                                               | Not Covered                                        | Excludes vehicle modifications, home modifications, exercise equipment, and bathroom equipment.                                                                                                               |
|                                                                | <a href="#">Hospice services</a>          | No charge after deductible                                                                                                                                                    | Not Covered                                        | Physician certification required.                                                                                                                                                                             |
| If your child needs dental or eye care                         | Children's eye exam                       | \$35 copay/ exam                                                                                                                                                              | Not Covered                                        | Limited to one eye exam per calendar year to determine the need for sight correction.                                                                                                                         |
|                                                                | Children's glasses                        | Not Covered                                                                                                                                                                   | Not Covered                                        | -----None-----                                                                                                                                                                                                |
|                                                                | Children's dental check-up                | Not Covered                                                                                                                                                                   | Not Covered                                        | -----None-----                                                                                                                                                                                                |

## Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- |                         |                                                      |                            |
|-------------------------|------------------------------------------------------|----------------------------|
| • Acupuncture           | • Dental Care (Adult)                                | • Private-Duty Nursing     |
| • Bariatric Surgery     | • Hearing Aids                                       | • Routine Eye Care (Adult) |
| • Child Dental Check Up | • Infertility Treatment                              | • Routine Foot Care        |
| • Child Glasses         | • Long-Term Care                                     | • Weight Loss Programs     |
| • Cosmetic Surgery      | • Non-Emergency Care When Traveling Outside the U.S. |                            |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Chiropractic Care

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Florida Office of Insurance Regulation at 1-877-693-5236 or [www.flair.com/consumers](http://www.flair.com/consumers), the U.S. Department of Labor, Employee Benefits Security Administration, at 1-866-444-3272 or [www.dol.gov/ebsa/contactEBSA/consumerassistance.html](http://www.dol.gov/ebsa/contactEBSA/consumerassistance.html), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact AvMed's Member Engagement Center at 1-800-882-8633. For plans subject to ERISA, you may also contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Florida Department of Financial Services, Division of Consumer Services, at 1-877-693-5236 or [www.flair.com/consumers](http://www.flair.com/consumers).

**Does this plan provide Minimum Essential Coverage? Yes.**

**Minimum Essential Coverage** generally includes plans, health insurance available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of **Minimum Essential Coverage**, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes.**

If your [plan](#) doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a [plan](#) through the [Marketplace](#).

## Language Access Services:

Para obtener asistencia en Español, llame al 1-800-882-8633.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

| Peg is Having a Baby<br>(9 months of in-network pre-natal care and a hospital delivery)                                                                                                                                                                                                          |                 | Managing Joe's type 2 Diabetes<br>(a year of routine in-network care of a well-controlled condition)                                                                                                                                                   |                | Mia's Simple Fracture<br>(in-network emergency room visit and follow up care)                                                                                                                                                                              |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| ■ The plan's overall deductible                                                                                                                                                                                                                                                                  | \$3,500         | ■ The plan's overall deductible                                                                                                                                                                                                                        | \$3,500        | ■ The plan's overall deductible                                                                                                                                                                                                                            | \$3,500        |
| ■ Specialist copayment                                                                                                                                                                                                                                                                           | \$50            | ■ Specialist copayment                                                                                                                                                                                                                                 | \$50           | ■ Specialist copayment                                                                                                                                                                                                                                     | \$50           |
| ■ Hospital (facility) coinsurance                                                                                                                                                                                                                                                                | 20%             | ■ Hospital (facility) coinsurance                                                                                                                                                                                                                      | 20%            | ■ Hospital (facility) coinsurance                                                                                                                                                                                                                          | 20%            |
| ■ Other coinsurance                                                                                                                                                                                                                                                                              | 20%             | ■ Other coinsurance                                                                                                                                                                                                                                    | 20%            | ■ Other coinsurance                                                                                                                                                                                                                                        | 20%            |
| <b>This EXAMPLE event includes services like:</b><br>Specialist office visits ( <i>prenatal care</i> )<br>Childbirth/delivery professional services<br>Childbirth/delivery facility services<br>Diagnostic tests ( <i>ultrasounds and blood work</i> )<br>Specialist visit ( <i>anesthesia</i> ) |                 | <b>This EXAMPLE event includes services like:</b><br>Primary care physician office visits ( <i>including disease education</i> )<br>Diagnostic tests ( <i>blood work</i> )<br>Prescription drugs<br>Durable medical equipment ( <i>glucose meter</i> ) |                | <b>This EXAMPLE event includes services like:</b><br>Emergency room care ( <i>including medical supplies</i> )<br>Diagnostic test ( <i>x-ray</i> )<br>Durable medical equipment ( <i>crutches</i> )<br>Rehabilitation services ( <i>physical therapy</i> ) |                |
| <b>Total Example Cost</b>                                                                                                                                                                                                                                                                        | <b>\$12,700</b> | <b>Total Example Cost</b>                                                                                                                                                                                                                              | <b>\$5,600</b> | <b>Total Example Cost</b>                                                                                                                                                                                                                                  | <b>\$2,800</b> |
| <b>In this example, Peg would pay:</b>                                                                                                                                                                                                                                                           |                 | <b>In this example, Joe would pay:</b>                                                                                                                                                                                                                 |                | <b>In this example, Mia would pay:</b>                                                                                                                                                                                                                     |                |
| <i>Cost Sharing</i>                                                                                                                                                                                                                                                                              |                 | <i>Cost Sharing</i>                                                                                                                                                                                                                                    |                | <i>Cost Sharing</i>                                                                                                                                                                                                                                        |                |
| Deductibles                                                                                                                                                                                                                                                                                      | \$3,500         | Deductibles                                                                                                                                                                                                                                            | \$0            | Deductibles                                                                                                                                                                                                                                                | \$40           |
| Copayments                                                                                                                                                                                                                                                                                       | \$200           | Copayments                                                                                                                                                                                                                                             | \$2,000        | Copayments                                                                                                                                                                                                                                                 | \$1,200        |
| Coinsurance                                                                                                                                                                                                                                                                                      | \$1,000         | Coinsurance                                                                                                                                                                                                                                            | \$0            | Coinsurance                                                                                                                                                                                                                                                | \$0            |
| <i>What isn't covered</i>                                                                                                                                                                                                                                                                        |                 | <i>What isn't covered</i>                                                                                                                                                                                                                              |                | <i>What isn't covered</i>                                                                                                                                                                                                                                  |                |
| Limits or exclusions                                                                                                                                                                                                                                                                             | \$60            | Limits or exclusions                                                                                                                                                                                                                                   | \$20           | Limits or exclusions                                                                                                                                                                                                                                       | \$0            |
| <b>The total Peg would pay is</b>                                                                                                                                                                                                                                                                | <b>\$4,760</b>  | <b>The total Joe would pay is</b>                                                                                                                                                                                                                      | <b>\$2,020</b> | <b>The total Mia would pay is</b>                                                                                                                                                                                                                          | <b>\$1,240</b> |

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

# Prescription Medication Benefits



\$20 / \$30 / \$50 / \$100 / 50%

## DEFINITIONS

**Brand Medication** means a Prescription Medication that is usually manufactured and sold under a name or trademark by a pharmaceutical manufacturer or a medication that is identified as a Brand Medication by AvMed. AvMed delegates determination of Generic/Brand status to AvMed's Pharmacy Benefits Manager.

**Brand Additional Charge** means the additional charge that must be paid if you choose a Brand Medication when a Generic equivalent is available. The charge is the difference between the cost of the Brand Medication and the Generic Medication. This charge must be paid in addition to the Non-preferred Brand cost-sharing. However, if the prescribing Physician or other Participating Provider authorized to prescribe medications within the scope of his or her license indicates on the prescription "Brand Medically Necessary" or "dispense as written" for a medication for which there is a Generic equivalent, the Brand Medication shall be dispensed for the applicable Non-preferred Brand cost-sharing only. The Brand Additional Charge does not apply toward the Deductible or the Out-of-Pocket Maximum.

**Dental-specific Medication** is medication used for dental-specific purposes, including but not limited to fluoride medications and medications packaged and labeled for dental-specific purposes.

**Formulary List** means the listing of Preferred and Non-preferred Medications as determined by AvMed's Pharmacy and Therapeutics Committee based on clinical efficacy, relative safety and cost in comparison to similar medications within a therapeutic class. This multi-tiered list establishes different levels of cost-sharing for medications within therapeutic classes. As new medications become available, they may be considered excluded until they have been reviewed by AvMed's Pharmacy and Therapeutics Committee. Specific medications on the Formulary List and their placement in a given therapeutic class are subject to change at any time without prior notice to you or your approval. It is your responsibility to consult with your Attending Physician to determine whether a medication is on the Formulary List at the time the prescription is rendered.

**Generic Medication** means a medication that has the same active ingredient as a Brand Medication or is identified as a Generic Medication by AvMed's Pharmacy Benefits Manager.

**Maintenance Medication** is a medication that has been approved by the FDA, for which the duration of therapy can reasonably be expected to exceed one year, as determined by AvMed's Pharmacy Benefits Manager.

**Participating Pharmacy** means a pharmacy (retail, mail order or specialty pharmacy) that has entered into an agreement with AvMed to provide Prescription Medications to AvMed Members and has been designated by AvMed as a Participating Pharmacy.

**Specialty Medications** are high cost medications that are self-administered by Members. These medications may be limited in distribution to participating specialty pharmacies and Prior Authorization is often required.

## HOW DOES YOUR RETAIL PRESCRIPTION COVERAGE WORK?

Cost-sharing for covered Prescription Medications (retail, mail order and specialty pharmacy), and any applicable Prescription Medication Calendar Year Deductible, applies toward your Calendar Year Out-of-Pocket Maximum. To obtain your Prescription Medication, take your prescription to, or have your Physician call, an AvMed Participating Pharmacy. Your Physician should submit prescriptions for Specialty Medications to AvMed's specialty pharmacy. Present your prescription along with your AvMed Identification Card. Once you meet any applicable Deductible (as shown on your Schedule of Benefits), you will pay the following cost-sharing (as well as the Brand Additional Charge if you choose a Brand Medication when a Generic equivalent is available).

### Prescription Medication Retail Cost-sharing:

|        |                                                           |           |                        |
|--------|-----------------------------------------------------------|-----------|------------------------|
| Tier 1 | Value Generic Medications:                                | \$ 20.00  | Copay per prescription |
| Tier 2 | Generic Medications:                                      | \$ 30.00  | Copay per prescription |
| Tier 3 | Preferred Brand Medications:                              | \$ 50.00  | Copay per prescription |
| Tier 4 | Non-preferred Brand or Non-preferred Generic Medications: | \$ 100.00 | Copay per prescription |
| Tier 5 | Specialty Medications:                                    | 50%       | Coinsurance            |

## ORDERING YOUR PRESCRIPTIONS THROUGH THE MAIL

Mail service is a benefit option for Maintenance Medications needed for chronic or long-term health conditions. It is best to get an initial prescription filled at your retail pharmacy. Ask your Physician for an additional prescription for a 60-90-day supply of your medication to be ordered through mail service. If the amount of medication is less than a 90-day supply, you will still be charged the listed mail order cost-sharing. Up to 2-3 refills are allowed per prescription. Pay the following cost-sharing (as well as the Brand Additional Charge if you choose a Brand Medication when a Generic equivalent is available).

## Prescription Medication Benefits, continued

### Prescription Medication Mail Order Cost-sharing:

|        |                                                               |           |                        |
|--------|---------------------------------------------------------------|-----------|------------------------|
| Tier 1 | Value Generic Medications:                                    | \$ 50.00  | Copay per prescription |
| Tier 2 | Generic Medications:                                          | \$ 75.00  | Copay per prescription |
| Tier 3 | Preferred Brand Medications:                                  | \$ 125.00 | Copay per prescription |
| Tier 4 | Non-preferred Brand or Non-preferred Generic Medications:     | \$ 250.00 | Copay per prescription |
| Tier 5 | Specialty Medications are not available through mail service. |           |                        |

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### WHAT IS COVERED?

- Your Prescription Medication coverage includes outpatient medications that require a prescription and are prescribed by your Attending Physician in accordance with AvMed's Coverage Criteria. AvMed reserves the right to make changes in Coverage Criteria for covered products and services.
- Your Prescription Medication coverage may require Prior Authorization, and such Prior Authorization may include the Progressive Medication Program for certain covered medications. A copy of the list of covered Prescription Medications, drugs requiring Prior Authorization and drugs that are a part of the Progressive Medication Program are available from AvMed's Member Engagement Center or from AvMed's website. The Progressive Medication Program encourages the use of therapeutically-equivalent lower-cost medications by requiring certain medications to be utilized to treat a medical condition prior to approving another medication for that condition. This includes the first-line use of Preferred Medications that are proven to be safe and effective for a given condition and can provide the same health benefit as more expensive Non-preferred Medications at a lower cost.
- Your retail Prescription Medications coverage includes up to a 30-day supply of a medication for the listed cost-sharing. Your prescription may be refilled via retail or mail order after 75% of your previous fill has been used and is subject to a maximum of 12-13 refills per year. You also have the opportunity to obtain a 90-day supply of medications used for chronic conditions including asthma, cardiovascular disease, and diabetes from a retail pharmacy for the applicable cost-sharing per 30-day supply.
- Your mail-order Prescription Medication coverage includes up to a 60-90-day supply of a routine Maintenance Medication for the listed cost-sharing. If the amount of medication is less than a 60-90-day supply, you will still be charged the listed mail order cost-sharing.
- Your Specialty Medication coverage extends to many injectable and high cost oral medications approved by the FDA. These medications must be prescribed by a Physician and dispensed by a participating specialty pharmacy. Specialty Medications are limited to a 30-day supply.
- Quantity limits are set in accordance with FDA approved prescribing limitations, general practice guidelines supported by medical specialty organizations, and/or evidence-based, statistically valid clinical studies without published conflicting data. This means that a medication-specific quantity limit may apply for medications that have an increased potential for over-utilization or an increased potential for a Member to experience an adverse effect at higher doses.
- When ordered by your Physician, and accompanied by a prescription, certain contraceptives are covered under your Prescription Medication benefits at no cost. Please refer to the Formulary List on AvMed's website or call Member Engagement for more details.

**NOTE: Your Group Medical and Hospital Service Contract contains important information about your coverage, including your prescription medication coverage. Please review your Contract for a full description of services, supplies and conditions of coverage.**

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**QUESTIONS?** Call AvMed Member Engagement at: 1-800-88-AvMed (1-800-882-8633)

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### EXCLUSIONS AND LIMITATIONS

- **Allergy serums;** however, medications administered by the Attending Physician to treat the acute phase of an illness and chemotherapy for cancer patients are covered in accordance with the Group Medical and Hospital Service Contract subject to cost-sharing as shown on the Schedule of Benefits.
- **Compounded prescriptions,** except pediatric preparations.
- **Cosmetic products,** including hair growth, skin bleaching, sun damage and anti-wrinkle medications.
- **Dental-specific Medications** for dental purposes, including fluoride medications (except for children less than 5 years of age with a non-fluorinated water supply);
- **Experimental or Investigational drugs** (except as required by law);
- **Fertility drugs;**
- **Immunizations** (except for those preventive immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention);
- **Medical supplies,** including therapeutic devices, dressings, appliances and support garments;
- **Medications and immunizations** for non-business related travel, including Transdermal Scopolamine;
- **Medications which do not require a prescription** (i.e. over-the-counter medications) or when a non-prescription alternative is available, unless otherwise indicated on AvMed's Formulary List, or unless considered preventive and given an 'A' or 'B'

## Prescription Medication Benefits, continued

rating in current recommendations of the United States Preventive Services Task Force (USPSTF), and accompanied by a prescription from your Attending Physician;

- **Medications not included on AvMed's Formulary List;**
- **Medications or devices for the diagnosis or treatment of sexual dysfunction;**
- **Nutritional supplements** except as described under **Nutrition Therapy** in Part IX. COVERED MEDICAL SERVICES;
- **Prescription and non-prescription vitamins and minerals** except prenatal vitamins;
- **Prescription and non-prescription appetite suppressants** and products for the purpose of weight loss;
- **Replacement Prescription Drug products** resulting from a lost, stolen, expired, broken or destroyed prescription order or refill.
- **Third-Party Assistance for Specialty Medications.** If you use any third-party copayment assistance (sometimes also referred to as a "copay card" or "copay coupon") provided by a drug manufacturer or any other entity to pay any applicable Calendar Year Deductible, Copayment, or Coinsurance amounts for any Specialty Medications, you will not receive credit toward your Calendar Year Out-of-Pocket Maximum or Calendar Year Deductible for any such assistance you use.

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*Filling a prescription at a pharmacy is not a claim for benefits and is not subject to the Claims and Appeals procedures under ERISA. However, any medications that require Prior Authorization will be treated as a claim for benefits subject to the Claims and Appeals Procedures, as outlined in the Group Medical and Hospital Service Contract.*

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read 'James M. Repp', with a stylized, looping flourish at the end.

# Amendment



## DOMESTIC PARTNER – TWELVE MONTH

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**As of the Effective Date, the AvMed Large Group Medical and Hospital Service Contract, Part III. ELIGIBILITY FOR COVERAGE, is amended by the addition of the following provisions:**

Dependent Eligibility will be added for a Domestic Partner and his or her children. Declaration of a Domestic Partner relationship by the Subscriber and the Subscriber's Domestic Partner, by sworn Affidavit, will be considered a qualifying event that triggers a special enrollment period.

### **Definition of Domestic Partner:**

A Domestic Partner means an unmarried adult who:

- Cohabits with you in an emotionally committed and affectional relationship that is meant to be of lasting duration;
- Is not related by blood or marriage;
- Is at least eighteen years of age;
- Is mentally competent to consent to a contract;
- Has filed a Domestic Partnership agreement or registration with the Employer, if available, in the state (and/or city) of residence;
- Has shared financial obligations including basic living expenses for the twelve-month period prior to enrollment in the plan;
- Will provide documentation that will be satisfactory to the Employer as evidence of a Domestic Partner relationship; and
- Meets the dependent eligibility requirements of the Employer's health benefits plan.

For further information, contact AvMed Member Engagement at 1-800-882-8633.

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read "James M. Repp", with a large, stylized flourish at the end.



# Amendment



## **ELECTIVE TERMINATION OF PREGNANCY**

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**As of the Effective Date, the AvMed Large Group Medical and Hospital Service Contract is amended as follows:**

- Elective termination of pregnancy will be a Covered Benefit when treatment and services are rendered by an AvMed In-Network Provider, at an AvMed In-Network facility.
- Services are subject to any applicable Deductible, and facility and Physician charges. Member cost-sharing will apply toward the Calendar Year Out-of-Pocket Maximum.
- Prior Authorization is required.

For further information, contact AvMed Member Engagement at 1-800-882-8633.

James M. Repp  
President & COO

A handwritten signature in black ink, appearing to read "James M. Repp", written over a faint, stylized graphic element.

## CUSTOMER AGREEMENT



# MetLife

City of Opa Locka  
780 Fisherman St Ste 334  
Opa Locka, FL 33054

August 28, 2015

Dear City of Opa Locka:

Thank you for choosing a benefits program from Metropolitan Life Insurance Company ("MetLife") and the MetLife family of Companies. We are excited to be providing benefits for City of Opa Locka employees. To get started, please sign a copy of this letter below and return it to Heather Witkowski.

The benefits you have chosen for your Dental and Vision are listed on the attached schedule. If your MetLife benefit offerings change, we will reflect those changes on a new schedule.

### **METLIFE'S RESPONSIBILITIES:**

1. MetLife will offer the benefits listed on the attached schedules ("MetLife Benefits") to all eligible individuals. Individuals who obtain benefits are referred to as "Participants".
2. For each of the MetLife Benefits listed on the attached schedule, MetLife will provide as applicable either: a group insurance policy and insurance certificates; individually underwritten insurance policies; a detailed benefits schedule; or one or more administrative agreements. These documents will detail the benefits provided, costs, effective date, and other important terms. Nothing in this letter changes any of the terms of the group or individual insurance policies, certificates or other applicable administrative agreements.
3. MetLife will comply with all laws applicable to MetLife's activities in connection with the MetLife Benefits.
4. MetLife will provide information and materials that eligible individuals need to understand the MetLife Benefits.
5. MetLife will process eligibility information and payroll deductions in accordance with MetLife's policies and procedures for each MetLife Benefit. MetLife will be responsible for all pricing and individual underwriting decisions.
6. MetLife will provide account management services to City of Opa Locka and customer service to eligible individuals.
7. MetLife will treat all non-public personal information about eligible individuals in a confidential manner and in accordance with all applicable laws.
8. Participants no longer employed by City of Opa Locka (and where applicable, their dependents) may continue certain benefits with MetLife in accordance with MetLife's policies and procedures.
9. MetLife will be liable to City of Opa Locka for the performance of its administrative obligations under any insurance policy, certificate, this agreement or any other written agreement that may be entered into between MetLife and City of Opa Locka relating to the MetLife Benefits. If MetLife uses a third party in connection with any of MetLife's administrative obligations, MetLife will remain liable to City of Opa Locka for the performance by the third party of those administrative obligations. The third party shall work under the control and direction of MetLife and, as between MetLife and City of Opa Locka, MetLife shall be solely responsible for the acts, errors and omissions of the third party.

*(continued)*

**City of OpaLocka'S RESPONSIBILITIES:**

1. City of OpaLockawill communicate the MetLife Benefits to all eligible individuals and distribute enrollment materials. City of OpaLockawill provide MetLife with full access to the eligible population.City of OpaLockawill perform its administrative obligations to the fullest extent to drive maximum participation in MetLife Benefits by all eligible individuals. Click here to enter text.
2. City of OpaLocka will process enrollments and will report to MetLife the identity of all Participants.For certain MetLife Benefits, MetLife requires that City of OpaLocka will provide a list of all Eligible Employees and provide regular updates thereto.City of OpaLockawill provide this if required to do so. MetLife andCity of OpaLocka will agree upon the timing and format of this enrollment information.
3. City of OpaLocka will not use the name or Brand of MetLife or create or distribute materials regarding the MetLife Benefits without MetLife's approval.
4. City of OpaLocka will comply with all laws applicable to City of OpaLocka activities in connection with the MetLife Benefits.
5. Where Participants contribute to the cost of the MetLife Benefits, City of OpaLocka will provide payroll deductions for amounts due in connection with the MetLife Benefits and will remit payments to MetLife.
6. City of OpaLocka will be responsible for any filings required by the Department of Labor or other Federal or State agencies.Upon request, MetLife will provide applicable information necessary to make such filings.
7. If City of OpaLocka is represented by an insurance agent or broker for purposes of a MetLife Benefit, City of OpaLocka agrees to inform MetLife of any change in its insurance agent or broker.
8. Any act undertaken by City of OpaLocka that relates to the insurance provided by MetLife must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements of City of OpaLocka plan as set forth in the certificates and the applicable group policies.
9. City of OpaLocka will be liable to MetLife for the performance of its administrative obligations under any insurance policy, certificate, this agreement or any other written agreement entered into between MetLife and City of OpaLocka relating to the MetLife Benefits. If City of OpaLocka uses a third party in connection with any of City of OpaLocka administrative obligations, City of OpaLocka shall remain liable to MetLife for the performance by the third party of those administrative obligations. The third party shall work under the control and direction of City of OpaLocka and, as between City of OpaLocka and MetLife, City of OpaLocka shall be solely responsible for the acts, errors and omissions of the third party.

We look forward to serving your benefit needs!If the terms of this letter are acceptable to City of OpaLocka, please sign below and return to us as directed above.

Very Truly Yours,

Accepted and Agreed to:

**METROPOLITAN LIFE INSURANCE COMPANY**

City of Opa Locka

By: Reed T. Tilton

Title: Vice President

By: [Signature]

Title: City Manager

1st Reading/Public Hearing:

2<sup>nd</sup> Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC d/b/a SOUTH FLORIDA SCHOOL OF EXCELLENCE TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, On July 28, 2021, pursuant to Ordinance No. 2021-10, a Lease Agreement was entered into by and between the City of Opa-Locka ("City") and SFSE LLC d/b/a/ South Florida School of Excellence ("SFSE") for the premises located in a portion of the second and third floor of the facility located at 780 Fisherman Street, Opa-locka, FL. The lease for SFSE's current tenancy will expire on July 31, 2023; and

**WHEREAS**, SFSE desires to continue its current lease of the space at 780 Fisherman Street. The anticipated date for SFSE's occupancy of Suites 210, 220, and 250 is October 1, 2022; and

**WHEREAS**, SFSE seeks to provide well structured, academically focused classes with high rigor curricula for Science, Technology, Engineering, and Mathematics for Gifted and Autistic students grades K-12; and

**WHEREAS**, SFSE is dedicated to serving the educational, social and emotional needs of all students, including those who are Average, At Risk, have Disabilities, Gifted, Autistic, and have been diagnosed Asperger; and

**WHEREAS**, the proposed term of the lease is two (2) years with a monthly base rent of Twenty Thousand, Nine Hundred Ninety Four Dollars and Seventy Nine Cents (\$20,994.79) for the first year. The rent payments will provide annual revenue to the City of Two Hundred Fifty-One Thousand, Nine Hundred Thirty-Seven Dollars and Fifty Cents (\$251,937.50) per year. Tenant will also be responsible for a Proportionate Share of Eleven Thousand, Eight Hundred Ninety-One Dollars and Forty-Five Cents (\$11,891.45) per year. The base rent will be increased by three percent (3%) each year. The proposed start date of the lease is October 1, 2022; and

**WHEREAS**, the City desires to enter into a Lease Agreement with SFSE for a portion of the property located at 780 Fisherman Street, in the City of Opa-locka, pursuant to the terms and conditions set forth in the Lease Agreement, attached hereto as Exhibit "A";

**WHEREAS**, the City Commission of the City of Opa-locka has determined that entering into the Lease Agreement is in the best interest of the residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS ADOPTED**

The recitals to the preamble herein are incorporated by reference.

**SECTION 2. AUTHORIZATION**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute a lease agreement, attached hereto as Exhibit "A", with SFSE LLC d/b/a South Florida School of Excellence for space located at 780 Fisherman Street, under the terms and conditions set forth in Exhibit "A" hereto.

**SECTION 3. SCRIVENER'S ERRORS**

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

**SECTION 4. CONFLICT & REPEALER**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

**SECTION 5. SEVERABILITY**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

\_\_\_\_\_  
Veronica J. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Joanna Flores, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

VOTE:

|                        |             |            |
|------------------------|-------------|------------|
| Commissioner Bass      | _____ (Yes) | _____ (No) |
| Commissioner Davis     | _____ (Yes) | _____ (No) |
| Commissioner Dominguez | _____ (Yes) | _____ (No) |
| Vice-Mayor Taylor      | _____ (Yes) | _____ (No) |
| Mayor Williams         | _____ (Yes) | _____ (No) |



## City of Opa-locka Agenda Cover Memo

|                                                                   |                                               |                                                                    |                                                                                                                                                                                                                                                                                                                                     |                  |                                                                                                                      |
|-------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>Department Director:</b>                                       |                                               |                                                                    | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                               |                  |                                                                                                                      |
| <b>City Manager:</b>                                              | Darvin Williams                               |                                                                    | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                |                  |                                                                                                                      |
| <b>Commission Meeting Date:</b>                                   | 08.22.2022                                    | <b>Item Type:</b><br><small>(Enter X in box)</small>               | <b>Resolution</b>                                                                                                                                                                                                                                                                                                                   | <b>Ordinance</b> | <b>Other</b>                                                                                                         |
|                                                                   |                                               |                                                                    |                                                                                                                                                                                                                                                                                                                                     | X                |                                                                                                                      |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b>                                    | <b>No</b>                                                          | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                        |                  | <b>1<sup>st</sup> Reading</b>                                                                                        |
|                                                                   |                                               |                                                                    |                                                                                                                                                                                                                                                                                                                                     |                  | X                                                                                                                    |
|                                                                   | X                                             |                                                                    | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                           | <b>Yes</b>       | <b>No</b>                                                                                                            |
|                                                                   |                                               |                                                                    |                                                                                                                                                                                                                                                                                                                                     | X                |                                                                                                                      |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept)</small><br>Ex: | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small> | <b>Yes</b>                                                                                                                                                                                                                                                                                                                          |                  | <b>No</b>                                                                                                            |
|                                                                   |                                               |                                                                    | X                                                                                                                                                                                                                                                                                                                                   |                  |                                                                                                                      |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b>                                    | <b>No</b>                                                          | <b>RFP/RFQ/Bi#:</b>                                                                                                                                                                                                                                                                                                                 |                  |                                                                                                                      |
|                                                                   | X                                             |                                                                    |                                                                                                                                                                                                                                                                                                                                     |                  |                                                                                                                      |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b>                                    | <b>No</b>                                                          | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input type="checkbox"/><br>Communication <input type="checkbox"/> |                  | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |
|                                                                   |                                               | X                                                                  |                                                                                                                                                                                                                                                                                                                                     |                  |                                                                                                                      |
| <b>Sponsor Name</b>                                               | City Manager                                  |                                                                    | <b>Department:</b>                                                                                                                                                                                                                                                                                                                  | City Manager     |                                                                                                                      |

### Short Title:

An ordinance authorizing the Interim City Manager to execute a lease agreement with South Florida School of Excellence to lease space at the Municipal Complex at 780 Fisherman Street, Opa-locka, FL.

### Staff Summary:

South Florida School of Excellence (SFSE, LLC) provides education services for Gifted and Autistic students in grades K-12. The school currently occupies space on the third floor at 780 Fisherman Street; however, there is a great need for additional space to accommodate the entire school. The school recently closed its previous location elsewhere because they felt it was necessary to make accommodations for the students and staff to operate from one facility.



In contrast to the school’s current lease, the new lease agreement will provide the school with sufficient additional space on one floor of the Municipal Complex to accommodate their students and staff through September 30, 2024, eliminating the current need of being in two different locations.

**Financial Impact:** The lease will be for two years with annual revenue in the first year of \$263,828.95, including the tenant’s share of common area charges, with a 3% escalator for the second year. It is the City’s intent to allow this tenant (SFSE, LLC) to occupy this space at 780 Fisherman Street for two years.

|                         |
|-------------------------|
| <b>Proposed Action:</b> |
|-------------------------|

Staff recommends that the City Commission authorize the Interim City Manager to execute a lease agreement with the South Florida School of Excellence to lease the second floor of the Municipal Complex for a two-year period commencing October 1, 2022.

|                    |
|--------------------|
| <b>Attachment:</b> |
|--------------------|

- 1. Draft Lease Agreement

**Lease Agreement**

***SFSE LLC d/b/a/ South Florida School of Excellence***

**DATE OF LEASE COMMENCEMENT:**

**As of October 1, 2022**

- A. LANDLORD:** City of Opa-locka  
780 Fisherman Street  
Opa-locka, Florida 33054
- B. TENANT:** SFSE LLC d/b/a South Florida School of Excellence
- C. ADDRESS OF LEASED PREMISES:** 780 Fisherman Street, Ste. 210, 220, and 250  
Opa-locka, Florida 33054
- D. LEASED PREMISES:**  
17,375 rentable sq. ft.
- E. LEASE DATE:**  
October 1, 2022
- F. LEASE TERM:**  
Two (2) years
- G. RENT:**  
Suite 210 (6,511 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$7,867.45 per month for year one (\$94,409.50 per year).  
Base rent will be increased by 3% each year.  
  
Suite 220 (4,274 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$5,164.41 per month for year one (\$61,973.00 per year).  
Base rent will be increased by 3% each year.  
  
Suite 250 (6,590 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$7,962.91 per month for year one (\$95,555.00 per year).  
Base rent will be increased by 3% each year.  
  
Tenant is also responsible for paying their Proportionate Share which is 4.72% of the monthly rent.

**H. COMMON AREA  
MAINTENANCE, TAXES  
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on October 1, 2022, Tenant will pay its prorate share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2022. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of January 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

**I. PARKING:**

Landlord shall provide sufficient parking for Tenant's intended use.

**J. LANDLORD SERVICES DURING  
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

**K. REPAIRS:**

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

## **LEASE AGREEMENT**

**DATE OF LEASE  
EXECUTION:  
As of October 1, 2022**

### **ARTICLE 1 REFERENCE DATA**

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
- 1.1.1 LANDLORD: City of Opa-locka
- 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
- 1.1.3 TENANT: SFSE LLC d/b/a South Florida School of Excellence
- 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
- 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
- 1.1.6 TENANT'S SPACE: Suites 210, 220, and 250 located on the second floor of the building, as shown on the floor plan attached hereto as Exhibit A
- 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 17,375 square feet
- 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.72%
- 1.1.9 TENANT: The Tenant will be responsible for paying property taxes on its condominium units to the City in the amount not to exceed \$25,000.
- 1.1.10 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof.
- 1.1.11 TERM COMMENCEMENT DATE: October 1, 2022
- TERM EXPIRATION DATE: September 30, 2024
- 1.1.12 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.

1.1.13 PERMITTED USE: School

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

On August 1, 2021, a Lease Agreement was entered into by and between the City of Opa-locka, a Florida municipal corporation and SFSE LLC d/b/a South Florida School of Excellence for the premises located in a portion of the second and third floor of the building located at 780 Fisherman Street in the City of Opa-locka. Upon the signatures of the authorized agents, the parties hereby acknowledge:

1. The Lease shall allow the school to operate on the 2<sup>nd</sup> floor of the building located at 780 Fisherman Street, Opa-locka, FL 33054. The rentable floor area will be revised from 15,712 sq. ft. to 17,375 sq. ft.
2. The Lease shall extend the term of the lease from August 1, 2021 - July 31, 2023 to October 1, 2022 – September 30, 2024.
3. Effective October 1, 2022 the monthly rent shall be \$20,994.79, which is \$14.50 per sq. ft. Tenant is also responsible for paying its Proportionate Share which is 4.72% (\$990.95) per month.

## ARTICLE 2

### PREMISES AND TERM

2.1 PREMISES: Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.1.4 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "Term"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date.

### ARTICLE 3

#### CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

## ARTICLE

### 4

## RENT

RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term, beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**").



Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.1.1 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.1.2 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.1.3 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.1.4 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord, and included in Operating Costs.

4.1.5 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

## ARTICLE 5

### LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

(a) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;

(b) Freight elevators on an "as available" basis for incidental use by

Tenant; and

(c) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and

(d) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

### 5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed.

Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

## ARTICLE 6

### TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the

presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any

safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.9 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.10 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.11 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

## ARTICLE 7

### CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the

Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

## ARTICLE 8

### RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the

provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises if the Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.



8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

## ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of

the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance

with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

## ARTICLE 10

### MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to

Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the

balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting

from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS· MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease



by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

## ARTICLE 11

### INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability

insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and (v) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

## 11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of,

relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

\_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

TENANT: SFSE LLC d/b/a SOUTH FLORIDA SCHOOL  
OF EXCELLENCE

Witness:

\_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

As To Legal Sufficiency and Form

\_\_\_\_\_  
Burnadette Norris-Weeks, City Attorney  
City of Opa-Locka





**Fisherman Street**

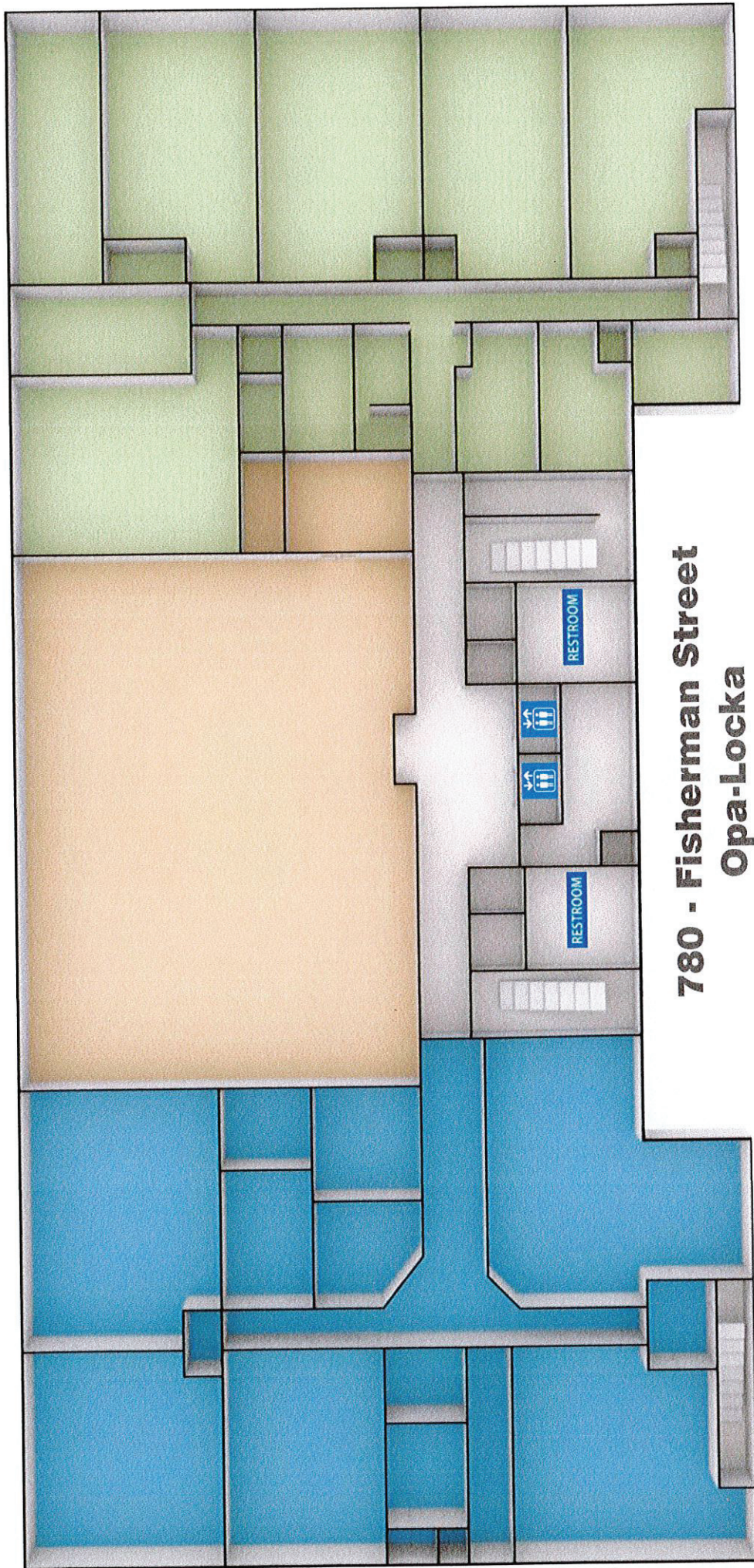


EXHIBIT A

- Ste. 250 (6,590 sq.ft.)
- Ste. 220 (4,274 sq.ft.)
- Ste. 210 (6,511 sq.ft.)





## **EXHIBIT B**

### **RULES AND REGULATIONS**

1. The entrance, lobbies, passages, corridors, elevators, and stairways shall not be encumbered or obstructed by Tenant, Tenants agents, servants, employees, licenses, and visitors, nor be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, and furniture or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and exclude from building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent of the Landlord. Said consent shall not be unreasonably withheld and shall be consistent with other establishments of similar nature.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of offices and toilet rooms either furnished to or otherwise procured by Tenant; and in the event of the loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
5. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the Building Manager's office no later than 2:00 P.M. of the preceding workday (Monday through Friday) on forms available from Building Manager. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such requests. Charges are to be determined by the Building Manager on the additional hours of operation, as shall be fair and reasonable and reflect the additional operating cost involved.
6. Tenant shall comply with all security measures from time to time established by Landlord for the Building.
7. Tenant shall have the right to install within the Premises, at its sole expense, such a sign or signs as may be reasonable and appropriate under the circumstances. All such signs shall be located within the glass line of the building and in accordance with all applicable zoning codes, building codes and related rules, regulations and ordinances. Tenant shall put in an installation for Landlords approval. Landlord's approval of any sign will not be unreasonably withheld or delayed.





8. Tenant shall have reasonable access to the elevators within the building for the purpose of transporting furniture to the Premises; provided such use shall not be permitted to interfere with normal and usual use of the elevators by other tenants and their visitors. Tenant shall be responsible for any damage done to the elevators or other areas of the building in connection with transportation of said products and shall promptly repair any damage caused thereto.
9. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant cost.
10. No radio or television aerial or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof of the building or any exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without Landlord's written consent may be removed by Landlord at any time and Landlord shall not be liable to Tenant for such removal including any damage to property caused during the removal.
11. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provisions shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.



[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

[Filing History](#)

## Fictitious Name Detail

### Fictitious Name

SOUTH FLORIDA SCHOOL OF EXCELLENCE

### Filing Information

**Registration Number** G16000053640  
**Status** ACTIVE  
**Filed Date** 05/30/2016  
**Expiration Date** 12/31/2027  
**Current Owners** 1  
**County** MIAMI-DADE  
**Total Pages** 3  
**Events Filed** 2  
**FEI/EIN Number** NONE

### Mailing Address

780 FISHERMAN STREET 2ND,3RD FLOOR  
OPALOCKA, FL 33054

### Owner Information

SFSE LLC  
780 FISHERMAN STREET 2ND,3RD FLOOR  
OPALOCKA, FL 33054  
**FEI/EIN Number:** 81-2780334  
**Document Number:** L16000103985

### Document Images

[05/30/2016 -- Fictitious Name Filing](#)[03/23/2022 -- Fictitious Name Renewal Filing](#)[11/22/2021 -- CHANGE NAME/ADDRESS](#)[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

[Filing History](#)





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
SFSE LLC

### Filing Information

**Document Number** L16000103985  
**FEI/EIN Number** 81-2780334  
**Date Filed** 05/27/2016  
**State** FL  
**Status** ACTIVE

### Principal Address

780 Fisherman Street  
 2nd & 3rd Floor  
 Opalocka, FL 33054

Changed: 11/04/2021

### Mailing Address

3536 SW 173 WAY  
 MIRAMAR, FL 33029

Changed: 11/22/2021

### Registered Agent Name & Address

BILLOO, YASIR, ESQ.  
 2122 HOLLYWOOD BLVD.  
 HOLLYWOOD, FL 33020

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

MANIAR, BATUL  
 3536 SW 173 WAY  
 MIRAMAR, FL 33029

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021        | 04/29/2021 |
| 2021        | 11/04/2021 |





2022

05/02/2022

**Document Images**

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| <a href="#">05/02/2022 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">11/04/2021 -- AMENDED ANNUAL REPORT</a>     | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2021 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">06/29/2020 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2019 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/30/2018 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/11/2017 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">05/27/2016 -- Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |





LLCDBAS-01

SCAMACHO

DATE (MM/DD/YYYY)

7/22/2022

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Diverse Insurance Group, Inc.  
DBA Global Green Insurance Agency  
9900 Stirling Rd., Ste. 240  
Cooper City, FL 33024-8065

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (754) 300-7352 **FAX (A/C, No):** (954) 530-1743  
**E-MAIL ADDRESS:** mohammed@insurefloridians.com

**INSURED**  
SFSE LLC DBA South Florida School of Excellence INC  
780 Fisherman Dr  
3rd floor  
Opa Locka, FL 33054

| INSURER(S) AFFORDING COVERAGE          | NAIC # |
|----------------------------------------|--------|
| INSURER A: Wesco Insurance Company     |        |
| INSURER B: AmTrust North America, Inc. |        |
| INSURER C:                             |        |
| INSURER D:                             |        |
| INSURER E:                             |        |
| INSURER F:                             |        |

## COVERAGES

CERTIFICATE NUMBER: 3

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                           | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                       |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X         |          | WPP149062705  | 8/22/2021               | 8/22/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| A        | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                          |           |          | WPP149062705  | 8/22/2021               | 8/22/2022               | BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                                                                                        |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                        |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                                                                           |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                      | Y/N<br>Y  | N/A      | AWC1169683    | 8/8/2021                | 8/8/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Please refer to the policy jacket for terms and conditions.

## CERTIFICATE HOLDER

City of Opa Locka  
780 Fisherman  
4th Floor  
Opa Locka, FL 33054

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Sylvia Camacho*



**Lease Agreement**

***South Florida School of Excellence***

**DATE OF LEASE COMMENCEMENT:**

**As of August 1, 2021**

- A. LANDLORD:** City of Opa-locka  
780 Fisherman Street  
Opa-locka, Florida 33054
- B. TENANT:** South Florida School of Excellence
- C. ADDRESS OF  
LEASED PREMISES:** 780 Fisherman Street, Ste. 250, 328, 334, and 335  
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 15,712 rentable sq. ft.
- E. LEASE DATE:** August 1, 2021
- F. LEASE TERM:** Two (2) years
- G. RENT:** Suite 250 (6,638 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$8,020.91 per month for year one (\$96,251.00 per year).  
Base rent will be increased by 3% each year.
- Suite 328 (1,830 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$2,211.25 per month for year one (\$26,535.00 per year).  
Base rent will be increased by 3% each year.
- Suite 334 (3,598) sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$4,347.58 per month for year one (\$52,171.00 per year).  
Base rent will be increased by 3% each year.
- Suite 335 (3,646 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$4,405.58 per month for year one (\$52,867.00 per year).  
Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.66% of the monthly rent.

**H. COMMON AREA  
MAINTENANCE, TAXES  
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on August 1, 2021, Tenant will pay its prorate share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2021. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of January 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

**I. PARKING:**

Landlord shall provide sufficient parking for Tenant's intended use.

**J. LANDLORD SERVICES DURING  
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

**K. REPAIRS:**

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

**LEASE AGREEMENT**

**DATE OF LEASE  
EXECUTION:  
As of August 1, 2021**

**ARTICLE 1  
REFERENCE DATA**

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
- 1.1.1 LANDLORD: City of Opa-locka
- 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
- 1.1.3 TENANT: South Florida School of Excellence
- 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
- 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
- 1.1.6 TENANT'S SPACE: Suites 250, 328, 334, and 335 located on the third floor of the Building, as shown on the floor plan attached hereto as Exhibit A
- 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 15,712 square feet
- 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.66%
- 1.1.9 TENANT: The Tenant will be responsible for paying property taxes to the City in the amount not to exceed \$160,000 or pay property taxes on its condominium unit, whichever is greater.
- 1.1.10 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof.
- 1.1.11 TERM COMMENCEMENT DATE: August 1, 2021
- TERM EXPIRATION DATE: July 31, 2023
- 1.1.12 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.



- 1.1.13 SECURITY DEPOSIT: First and Last month rent = \$37,220.46  
(\$21,178.64) Previously paid in original lease agreement  
(\$16,041.82) Due for Ste. 250
- 1.1.14 PERMITTED USE: School
- 1.1.15 BROKERS: None
- 1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

On September 1, 2019 a Lease Agreement was entered into by and between the City of Opa-locka, a Florida municipal corporation and South Florida School of Excellence for the premises located in a portion of the third floor of the building located at 780 Fisherman Street in the City of Opa-locka. Upon the signatures of the authorized agents, the parties hereby acknowledge:

1. The Lease shall include additional space on the second floor of the building located at 780 Fisherman Street, Opa-locka, FL 33054. The rentable floor area will be revised from 9,074 sq. ft. to 15,712 sq. ft.
2. The Lease shall extend the term of the lease from September 1, 2019 - August 31, 2021 to August 1, 2021 - July 31, 2023.
3. Effective August 1, 2021 the monthly rent shall be \$18,985.32, which is \$14.50 per sq. ft. Tenant is also responsible for paying its Proportionate Share which is 4.66 % (\$884.71) per month.

## ARTICLE 2

### PREMISES AND TERM

2.1 PREMISES: Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "Premises". The Lot and the Building are sometimes referred to in this instrument as the "Property".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas,

as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.1.4 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "Term"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date.

### ARTICLE 3

#### CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building.

Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

## ARTICLE

### 4

## RENT

RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent

and proportionate share on the first day of each calendar month of the Term, beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.1.1 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.1.2 **PAYMENTS:** All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.1.3 **LATE CHARGES:** If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.1.4 **ELECTRICITY:** Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord, and included in Operating Costs.

4.1.5 **NET LEASE.** This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

## ARTICLE 5

### LANDLORD'S OBLIGATIONS

5.1 **LANDLORD'S SERVICES DURING THE TERM:** Landlord shall perform the following during the Term.

- (a) Automatically operated passenger elevator service and water at



those points of supply provided for general use of its tenants;

- (b) Freight elevators on an "as available" basis for incidental use by Tenant;
- (c) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and
- (d) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

### 5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

## ARTICLE 6

### TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "Applicable Laws"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at

its own expense all permits and licenses required for the transaction of its business in the Premises.

**6.1.4 Hazardous Materials:** Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

**6.1.5 Rules and Regulations:** Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

**6.1.6 Safety Appliances:** Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

**6.1.7 Assignment and Subletting:** Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.



6.1.8 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.9 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.10 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.11 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

## ARTICLE 7

### CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term

all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

## ARTICLE 8

### RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "Mortgage") of the Lot or Building, or both (the "Mortgaged Premises"), provided that the holder thereof ("Mortgagee") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord,

unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises

if the Mortgagee elects to do so and a reasonable time to corrector cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

## **ARTICLE 9** **DEFAULT**

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord



shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its

sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

## ARTICLE 10

### MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of



the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS· MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulate building insufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

**10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS:** This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

**10.17 JOINT AND SEVERAL LIABILITY:** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

**10.18 EXECUTION OF LEASE:** Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

**10.19 AUTHORITY:** As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation



under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

## ARTICLE 11

### INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and (v) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

## 11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers,



employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

Shamecca Lawson  
Shamecca Lawson

By:

Name:

[Signature]  
John G. PHS

TENANT: SOUTH FLORIDA SCHOOL OF  
EXCELLENCE

Witness:

Marielisa Gomez  
M. Gomez

By:

Name:

[Signature] 9/10/21  
Batul Maniar

As To Legal Sufficiency and Form

Audrey Giff, Esq. For  
Burnadette Norris-Weeks, City Attorney  
City of Opa-locka





EXHIBIT A

780 - Fisherman Street  
Opa-Locka  
2<sup>nd</sup> Floor  
(Ste. 250 WEST)

(6,638 ft<sup>2</sup>)

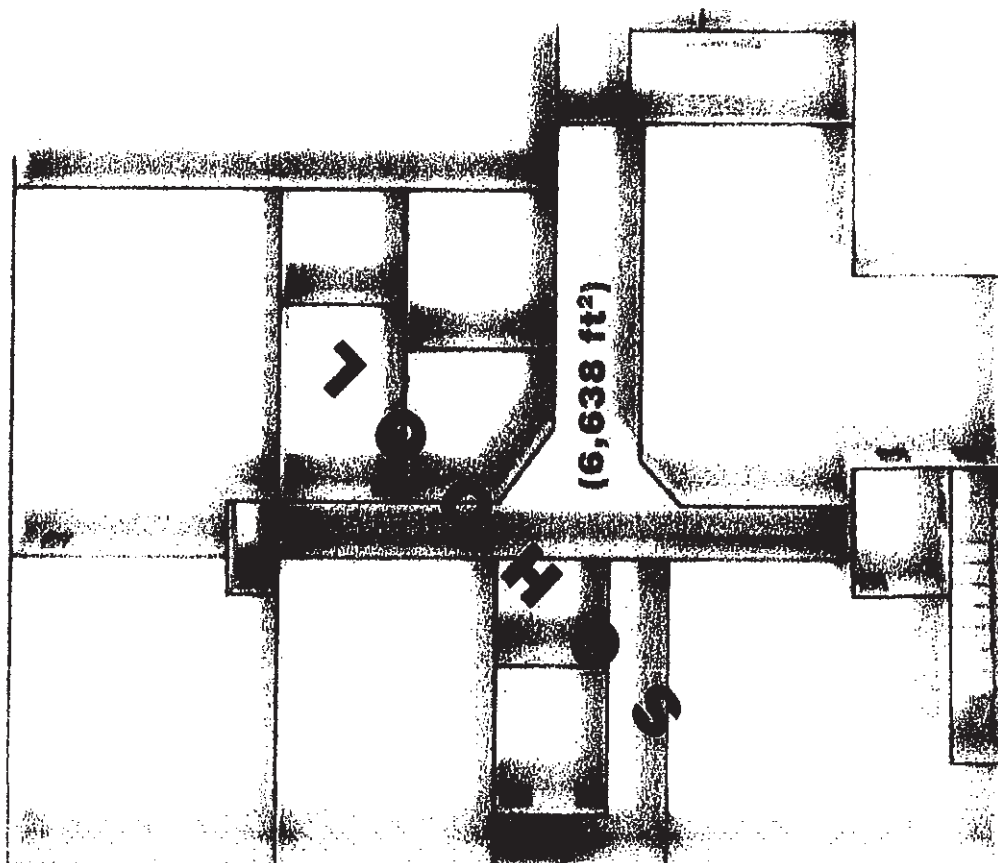


EXHIBIT A

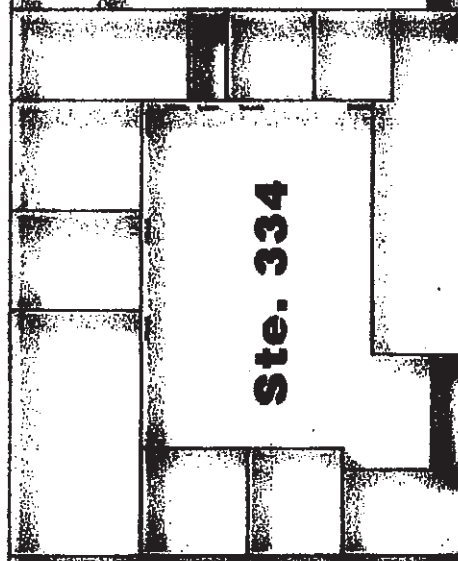


**780 - Fisherman Street  
Opa-Locka**

**3<sup>rd</sup> Floor**  
**Ste. 328 & 329**



Fisherman Street



780 - Fisherman Street  
Opa-Locka

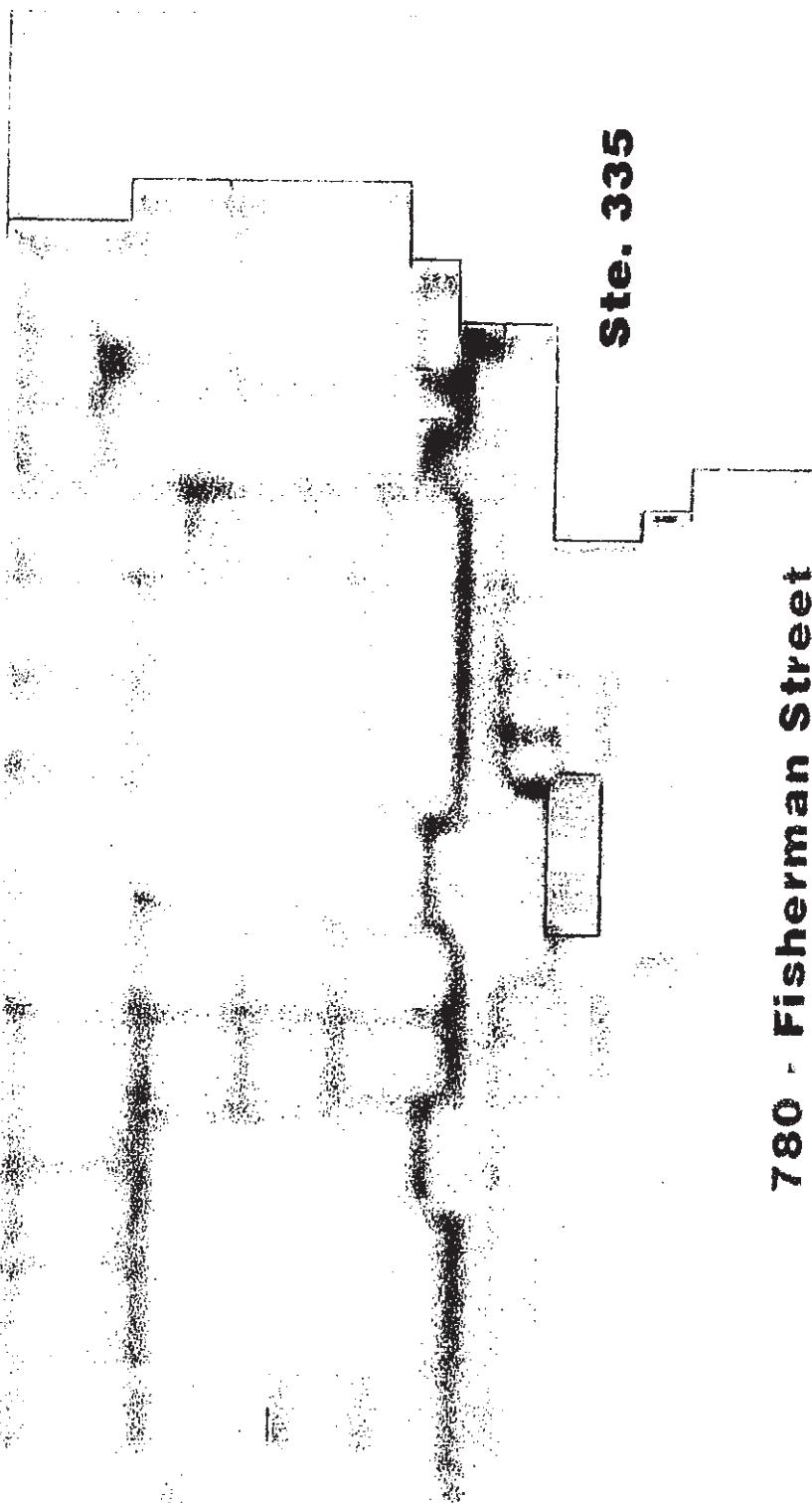
3<sup>rd</sup> Floor

Ste. 334 3,599 sq

EXHIBIT A



FISHERMAN STREET



Ste. 335

780 - Fisherman Street  
Opa-Locka

3rd Floor

Ste. 335 3,600 sq ft

## **EXHIBIT B**

### **RULES AND REGULATIONS**

1. The entrance, lobbies, passages, corridors, elevators, and stairways shall not be encumbered or obstructed by Tenant, Tenants agents, servants, employees, licenses, and visitors, nor be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, and furniture or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and exclude from building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent of the Landlord. Said consent shall not be unreasonably withheld and shall be consistent with other establishments of similar nature.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of offices and toilet rooms either furnished to or otherwise procured by Tenant; and in the event of the loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
5. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the Building Manager's office no later than 2:00 P.M. of the preceding workday (Monday through Friday) on forms available from Building Manager. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such requests. Charges are to be determined by the Building Manager on the additional hours of operation, as shall be fair and reasonable and reflect the additional operating cost involved.
6. Tenant shall comply with all security measures from time to time established by Landlord for the Building.
7. Tenant shall have the right to install within the Premises, at its sole expense, such a sign or signs as may be reasonable and appropriate under the circumstances. All such signs shall be located within the glass line of the building and in accordance with all applicable zoning codes, building codes and related rules, regulations and ordinances. Tenant shall put in an installation for Landlords approval. Landlord's approval of any sign will not be unreasonably withheld or delayed.

8. Tenant shall have reasonable access to the elevators within the building for the purpose of transporting furniture to the Premises; provided such use shall not be permitted to interfere with normal and usual use of the elevators by other tenants and their visitors. Tenant shall be responsible for any damage done to the elevators or other areas of the building in connection with transportation of said products and shall promptly repair any damage caused thereto.
9. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant cost.
10. No radio or television aerial or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof of the building or any exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without Landlord's written consent may be removed by Landlord at any time and Landlord shall not be liable to Tenant for such removal including any damage to property caused during the removal.
11. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provisions shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.