

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this 9 day of Sept., 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Johns Eastern Company, Inc., Lakewood Ranch, FL (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to 21-0239-P (“RFP”) for Workers Compensation Third Party Administration services; and

**WHEREAS**, based upon the County’s assessment of Contractor’s proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1) **Definitions.**

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information (PII), and Genetic Information Nondiscrimination Act (GINA), and any other information designated in writing by the County as County Confidential Information.
- C. **“Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

- 2) **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.
- 3) **Services.**
- A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
  - B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Purchasing and Risk Management Division Director.
  - C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
  - D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
  - E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
  - F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.
  - G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.
- 4) **Term of Agreement.**
- A. **Initial Term.** The term of this Agreement shall commence on the Effective Date, and shall remain in full force and for sixty (60) months or until termination of the Agreement, whichever occurs first.

**B. Term Extension**

The Parties may extend the term of this Agreement for two (2) additional thirty-six (36) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5) **Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$1,236,600.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable as:

the rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension

A contingency in the amount of \$50,000.00 over the 5-year term is included and may only be used as authorized by the County for unanticipated services over the duration of the agreement term.

**C. Travel Expenses.**

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

as provided in Exhibit D attached hereto.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

6) **Personnel.**

- A. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7) **Termination.****A. Contractor Default Provisions and Remedies of County.**

1. **Events of Default.** Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor.**

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8) Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9) Confidential Information and Public Records.

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

10) **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11) **Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12) **Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13) **Liability and Insurance.**

A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14) **County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of

appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15) **Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Purchasing and Risk Management Division Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Johns Eastern Company, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16) **Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17) **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18) **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Purchasing and Risk Management  
Division Director  
Pinellas County Purchasing and Risk  
Management Division  
400 South Fort Harrison Avenue  
Clearwater, FL 337756

For Contractor:

Attn: Ms. Beverly Adkins, Executive Vice President  
Johns Eastern Company, Inc.  
P.O. Box 110259  
Lakewood Ranch, FL 34211

with a copy to:

Purchasing and Risk Management Division Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

- 19) **Conflict of Interest.**
- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
  - B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.
- 20) **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including all County data contained in County system related to self-insurance program. All claims data to include all electronic files and any paper files that may have been produced as well as reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.
- 21) **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
- 22) **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
- 23) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
- 24) **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
- 25) **Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
- 26) **No Third-Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.



- 27) **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA  
By and through its  
Board of County Commissioners

*Dave Eggers*  
By: Dave Eggers

Chair, Board of County Commissioners

Johns Eastern Company, Inc.

\_\_\_\_\_  
Name of Firm

By: *Beverly Adkins*  
Signature

*Beverly Adkins*  
Print Name

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

*Executive Vice President*  
Title

\_\_\_\_\_  
Title

ATTEST:  
Ken Burke,  
Clerk of the Circuit Court



By: *Ken Burke*  
Deputy Clerk

Approved as to Form      **APPROVED AS TO FORM**

By: *Keiah Townsend*

By: \_\_\_\_\_  
Office of the County Attorney

Office of the County Attorney

## EXHIBIT A

## STATEMENT OF WORK

A. **OBJECTIVE:**

The Pinellas County Board of County Commissioners (Board) desires to contract for the services of Workers Compensation (WC) Third Party Administration (TPA) for the Pinellas County (County) Risk Management Worker's Compensation Program (WC Program), including tail claims. Should the governance of the Risk Management Program change during the duration of the contract, the Board will assign the Agreement to the body governing the WC Program. The successful Contractor shall provide all personnel, labor, materials, supervision, travel, facilities, software, and equipment to provide TPA services in compliance with the County's scope of work. Contractor shall provide a toll free or local area code (727) number for member services.

Contractor shall coordinate with the County's Risk Management Department, the State of Florida Department of Self-Insurance, the Florida Division of Workers' Compensation, the Agency for Health Care Administration (AHCA) and/or other regulatory departments to ensure proper handling of all filings, reports and workers' compensation (WC) claims management.

B. **BACKGROUND:**

All Constitutional Officers of the County, except the Clerk of Court and Comptroller (Clerk), participate in the WC Program and make payments to the Risk Finance Program, established pursuant to Pinellas County Code Section 2-142, with regard to WC insurance premium and claims. The Clerk previously participated, but since on or about July 1, 2011 maintains separate WC coverage. WC claims of Clerk employees that arose prior to July 1, 2011 remain within the WC Program. The WC Program carries a \$2 million self-insured retention per occurrence and covers approximately 5,359 employees, of which 2,737 work for the Sheriff's Office. The self-insured retention history is included as Attachment 2 to this services agreement. Pinellas County also provides coverage for their volunteers, some interns and some employees who reside out of State. Any claims that fall within the retention are paid from the County's Risk Finance Program during the year that indemnity payments, medical payments, or claims expense payments are made; regardless of when the claim occurred, until the claim is closed. Currently, claims are adjusted and managed internally with the assistance of the County Attorney's Office and outside vendors are utilized for specific services. The policy coverage "limit" is "statutory" per Florida Statute 440. Risk maintains a Reserve Fund to cover outstanding liabilities for open WC claims. An actuary is engaged to advise on the current year operating fund for paying claims as well as adequate amounts needed in the Reserve Fund for outstanding liabilities for open claims.

C. **REQUIREMENTS:**

## a) General Requirements –

- 1) The Contractor must supervise and administer the self-insurance program in compliance with all applicable laws, rules, and regulations governing the administration of self-insurance programs and all other laws relating to insurance and imposed by the State of Florida.
- 2) The Contractor will assume the administration of the claims in the WC Program that are pending and arose prior to the date Contractor begins providing TPA services to the County pursuant to the Agreement and any closed claims that need follow up work or need to be reopened, in addition to WC claims that arise after the date Contractor begins providing TPA services pursuant to the Agreement. The Contractor shall have at least 10 years of experience in handling Florida WC claims for a large deductible self-insured client, preferably with local government and law enforcement experience.
- 3) The Contractor must provide a comprehensive and highly effective working relationship to include both telephonic and in person discussion of investigation and defense strategy of complex WC claims including claims Contractor recommendation

## EXHIBIT A

## STATEMENT OF WORK

for denying claims. Discussions to be initiated by Contractor or by the County, each to respond within one working day.

- 4) The Contractor must provide qualified and experienced personnel capable of protecting the assets of the County, Risk Management Program, Risk Finance Program, and Workers Compensation Program and WC Program Participants, against the perils and risks assumed by the program, including providing an experienced and qualified Account Executive and experienced, qualified, dedicated licensed adjusters assigned to the County's account. The Contractor must maintain an office with toll free or a 727-area code telephone service. Contractor must provide Risk with remote access to loss data.
- 5) The Contractor must seek the County's prior written approval of any changes in assigned personnel and provide resumes of all adjusters and supervisors assigned to the County's account.
- 6) The Contractor must maintain an electronic record of all accidents regardless of their severity. The records should include incident/first aid only claims, medical only claims, and indemnity claims.
- 7) The Contractor must be acceptable to the County's excess insurers, and work with excess insurers for information requests and reporting requirements, as required during the term of the Agreement.
- 8) The Contractor must provide annual documentation to confirm that all adjusters are in compliance with their continuing education requirements (CEUs).
- 9) The Contractor must meet the time requirements established by the Florida Division of WC for benefits and a minimum payment accuracy of 97% for all medical and indemnity payments, as well as Electronic Data Interchange (EDI) reporting requirements.
- 10) The Contractor must meet the time requirements established by the Florida Division of WC statute and established case law, including responses to all requests from authorized medical providers, claimants or their attorneys for authorization of medical care.
- 11) The Contractor will utilize the County Attorney's Office for all legal matters related to the WC program.

**D. SCOPE OF WORK:**

The successful Contractor must provide all personnel, labor, materials, supervision, travel, facilities, software, and equipment to provide TPA services in compliance with the County's scope of work. Contractor must provide a toll free or local area code (727) number for member services. The successful Contractor must prepare all deliverables in such a manner that they shall be accurate, coordinated, or adequate for the purposes intended and in conformance with all applicable laws and regulations.

a) Transition Duties –

- 1) The Contractor must provide the necessary support, including IT support, insight, guidance, and assistance to ensure a smooth conversion for all the County's WC claims.
- 2) The Contractor must provide a mutually agreeable written transition schedule.
- 3) The Contractor must provide a work plan that lays out an effective strategy for service transition and the data conversion.
- 4) The Contractor must hold data conversion review meetings with the County. The first meeting must take place within one (1) week from issuance of notice to proceed. The Contractor must provide meeting agendas and meeting minutes for all such meetings.
- 5) The Contractor must ensure claim conversions are accurate with respect to data integrity, including but not limited to data mapping, historical financial transactions, and payment history and classification.

## EXHIBIT A

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- 6) The Contractor must set up and train the County's team on Contractor's Risk Management and Insurance (RMI) System as requested by the County. The participants to be included in the County's team will be determined upon execution of a contractual agreement for services.
  - 7) The Contractor must pick up files at a mutually agreeable date, if there are any paper files.
  - 8) The Contractor must provide one experienced lost time adjuster to the County while Contractor completes the transition duties listed above.
- b) Administrative and Managerial –
- 1) The Contractor must analyze, verify, and make payment of state fines and assessments, if/when appropriate. If the state fines and assessments are incurred based on the conduct of the Contractor, then the Contractor is responsible for payment of the state fines and assessment and shall not charge same to the County. If the County's actions are the basis for the fines and assessments, then the Contractor may charge those amounts back to the County.
  - 2) The Contractor must provide assistance to the County, including all reports and data necessary, for filing annual certification of the County's safety program and drug-free workplace programs by October 31st of each year.
  - 3) The Contractor must provide the County annual documentation of Contractor's State of Florida certification as a qualified servicing entity for self-insureds.
  - 4) The Contractor must assist and coordinate with the County in filing Annual Payroll Report to the state including notifying the County that the report is due at least 60 days prior to the due date and advise the County of any changes or new requirements for the report.
  - 5) The Contractor must provide WC claims data in the format requested by the County's actuary by October 15 of each year and provide any supplemental data as requested by the actuary.
  - 6) The Contractor must coordinate and respond on the County's behalf to the state or federal government, including Occupational Safety Health Administration (OSHA) and the Center for Medicare Services (CMS) and any other audits or requests that may be required of or by the County, including investigating and responding to state's notification of late payments, related fines, and inquiries on Special Disability Trust Fund and Permanent Total Disability cases.
  - 7) The Contractor must provide responsive and professional account management, administrative services, information technology services, 1099 filing, subrogation and recovery services, Special Investigative Unit (SIU) services to investigate fraud and any other professional services per industry standards and claims handling best practices.
  - 8) The Contractor must provide prescription, bill review and payment services in a manner which allows the County to realize optimum savings.
  - 9) The Contractor must pay benefits on time per state requirements and file all information required by the Division of Workers Compensation (DWC) per Florida EDI guidelines for all WC claims benefits and WC claim related expenses and is solely responsible for any fines or fees including but not limited to attorney's fees imposed against the County or employee as a result of any failure to timely pay.
  - 10) The Contractor must provide documentation and summarize your firm's Emergency Management Plan to ensure the continuity of services after a catastrophic event that affects your operations.

## EXHIBIT A

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Technical and Reports –

- 1) The Contractor must provide an information management system for the County (Risk Management Information System or RMIS) with the following capabilities:
    - a. Manage and store, in native format, all WC claims data, documents, and forms, including but not limited to medical records, payout sheets, transcripts, correspondence, notes, pleadings, orders, reports, voicemail messages when appropriate and any forms required by the State of Florida.
    - b. Create all automated reports required to be generated pursuant to this Agreement.
    - c. Provide 24 hour telephonic and internet-based claim reporting and intake capabilities. The Contractor must provide The County with the ability to report First Notice of Injuries electronically in real time, preferably with a telephonic 24-hour nurse hotline.
  - 2) The Contractor must provide the County, including the County Attorney's Office, full access to the RMI System through an internet-accessed, secure website that is available 24 hours a day, 7 days a week for approximately 15 users. The website shall allow the County to view and obtain all data, payments, documents, and forms contained therein, to add notes to the adjuster or claim file that creates an automatic alert to the adjuster that such notes have been added, and to create automated and manual reports.
  - 3) The Contractor must provide a toll free or 727 area code phone number, email address and fax number for use by the County to report new WC claims (in addition to a telephonic means of reporting claims) and forward documents received on existing claims.
  - 4) Within twenty-four (24) hours of the County sending a new loss report, Contractor must provide the County with a claim number in the format requested by the County.
  - 5) The Contractor must provide a toll-free/local number for County employees with questions on their claim to call.
  - 6) The Contractor must provide check registers on a weekly basis as required by County.
  - 7) The Contractor must have in place a system to support electronic reporting for State of Florida EDI & Federal Medicare Queries and Reporting.
  - 8) The Contractor must have all technical services should be configured to meet ADA requirements.
- d) Claims Management, Adjusting, Investigation, & Reporting –
- 1) The Contractor must provide professional WC claims administration, including: telephonic and field investigation, statements, photos, settlement evaluation, medical care management referrals, scheduling of appointments, tests and notifications of same, medical cost containment, medical bill review and payment in accordance with Florida WC fee schedule and any additional discounts that may be due from TPA's provider network and any further discounts negotiated independently by the County.
  - 2) The Contractor must determine and make payment of indemnity benefits due and owing and provide electronic reporting of both indemnity and medical payments to the state.

## EXHIBIT A

## STATEMENT OF WORK

- 3) The Contractor must maintain and administer one or more bank accounts for the payment of claims. Contractor must send monthly reconciliations and outstanding checks list to the County by the 15<sup>th</sup> day of the following month. Annually, Contractor will review the outstanding checks and identify stale dated checks outstanding greater than ninety days from the check date. The Contractor is responsible for compliance and remittances due under escheatment laws of any jurisdiction as they apply to claims paid under this agreement.
- 4) County will remit payment to the Contractor via ACH or wire transfer weekly for claims paid. The Contractor must provide a weekly payment report in Microsoft Excel or other County approved format by 10:00 a.m. ET on Monday mornings indicating all claimants on a light duty or no duty status and any WC claims that have changed in the past 2 weeks from light duty or no duty to full duty. Report must include detailed information on the last 2 indemnity payments, with type of benefit paid, payee information, time period covered, date of check, payee, amount paid, temporary total disability rate (TTD), average weekly wage (AWW), temporary partial rate (TPR), customary work week, check number, date of loss, claimant name, current work status, date of current work status, claim number, and department. The County will pay Contractor for services under Section 5 of the Agreement through the County's normal vendor payment process.
- 5) The Contractor must provide an experienced litigation adjuster who can respond to a Petition for Benefits and ongoing communication with the County Attorney's Office or outside counsel, if any, attending mediations, depositions and trials when requested by the County, handling of subrogation, third party recovery, other adjuster claim services and maintaining files for all the County's WC claims.
- 6) The Contractor must manage an open, re-opened and new WC claims for the duration of the Agreement. Perform alive and well checks on all PTD claims.
- 7) The Contractor must consult prior paper files, if any, as part of its claims process and maintain all legacy paper files on pending WC claims received from the County in a secure and organized manner. Paper files shall be returned to the County in a secure manner when no longer needed.
- 8) The Contractor will receive the notice of claim from either an electronic telephonic reporting service or the County department and create claim files in Contractor's RMI System for each claim and maintain the file for the duration of the Agreement. Files reporting period shall be established per County's fiscal year and shall contain the County's hierarchy as provided and updated by the County. Files are the property of the County and information in same should be maintained and safeguarded per industry standards, state and federal requirements and as described herein.
- 9) The Contractor must provide an adequate number of experienced licensed lost time adjusters dedicated to the County's WC claims to handle all matters in a timely manner. Additionally, one adjuster may be located on-site in the County's WC office Monday through Friday for 8 hours a day, the time to be established by the County and the Contractor. This adjuster will also act as the liaison for the County's WC administration office and be available to handle WC claim situations needing immediate attention.
- 10) The Contractor must investigate WC claims for compensability, validity and liability for subrogation purposes and provide field adjusters/investigations when necessary.
- 11) The Contractor must document the claim file clearly as it relates to all phone conversations, discussion or meetings.

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## STATEMENT OF WORK

- 12) The Contractor must ensure compliance with the County's drug free workplace program and if any drug testing is necessary, ensure proper protocols are followed to enable valid defense of WC claims.
- 13) The Contractor must determine compensability including securing the injured employee's recorded statement on lost time and on subrogation files and ultimately for investigating liability for subrogation potential. Contractor must secure recorded statements on WC claims involving ongoing lost time to confirm and limit injuries and secure information on prior accidents and injuries. Any subrogation recovery will be paid **100%** to the County.
- 14) The Contractor must provide courteous and responsive service to the injured employee and others involved in the claim process including: Respond to claimant within one (1) business day and to physician's office within two (2) business days for all lost time cases. Respond to the County Attorney's Office or outside counsel, if any, within one (1) business day or same day if needed on WC claims with an active petition for benefits. County Attorney's Office or outside vendor will respond within the same time frame.
- 15) The Contractor must contact employee's supervisor or County's specified liaison when warranted to investigate WC claims as well as advising of claim status and ensuring proper work status.
- 16) The Contractor must coordinate any return of injured employees to light duty with employee's supervisor and contact the County for assistance as needed.
- 17) The Contractor must advise the County of any WC claim that may warrant additional loss control or safety investigation to aid in the prevention of similar losses in the future.
- 18) The Contractor must determine and process payments on the proper benefits due on compensable WC claims within one (1) business day prior to the due date under Florida Statute 440. Any full denial of compensability will be discussed with the County prior to proceeding with the denial.
- 19) The Contractor must confirm with the employer's payroll department that base wages were paid in full for the first 7 days of disability and report that time period as employer paid in Electronic Data Interchange (EDI) report to the DWC. In some instances, the employer paid position is greater than 7 days.
- 20) The Contractor must apply the following Litigation management:
  - a. Work with the County Attorney's Office to 1) prepare a response and corresponding documentation for the defense of WC claims considered non-compensable, 2) respond timely to Petitions for Benefits on the Judge of Compensation Claims (JCC) website and 3) assist the County Attorney's Office or outside counsel, if any, in preparation of cases for hearings, appeals and mediations and attend same as requested by the County Attorney's Office or outside counsel, if any. Adjusters must be made available for depositions and meetings to prepare for depositions and attend mediations in person or via telephone or video conferencing at the discretion of the County or its legal counsel.
  - b. Coordinate investigation of any heart presumption cases, as defined by Fla. Stat. 112.18, with the County Attorney's Office or outside counsel, if any, regardless of whether the claimant is represented by counsel. The Contractor must not -file a denial without input from the County Attorney's Office or outside counsel, if any.
  - c. On cases with an active petition for benefits, timely notify the County Attorney's Office or outside counsel, if any, of all activity relevant to the



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## STATEMENT OF WORK

- issue(s) in the petition for benefits including but not limited to when a claimant reaches maximum medical improvement (MMI), when a claimant's work restrictions have changed, when impairment ratings are assigned, and when a claimant has a change of physicians.
- d. Work with the County to mitigate litigation and claim costs and promote settlements. All wash out settlements must be approved by the County in writing prior to the initiation of settlement discussions and once the file is settled it must be Medicare compliant.
  - e. Respond to requests for production and redact any protected information and/or qualifying employee data prior to submission. Have the County Attorney's Office or outside counsel, if any, review and approve and respond to the request for production.
  - f. Respond to requests for benefits, including requests for medical provider or service authorizations and other requests in a professional manner and within time requirements set forth in Florida Statute 440.
  - g. All correspondence to claimants' attorneys on cases with an active petition for benefits must be reviewed and approved by the County Attorney's Office or outside counsel, if any, before being sent, such review and approval does not diminish the Contractor's warranty pertaining to deliverables.
  - h. Prepare Special Disability Trust Fund submissions for reimbursement and follow up on same.
- 21) The Contractor must use Insurance Services Office (ISO's) Index service or other similar service to investigate employees on compensability and possible fraud matters. Report WC claims to ISO that involve lost time of more than a month, any claims requested by the County, and any other claims that Contractor determines warrant an ISO filing. Respond to requests from other carriers for information based on ISO filings.
- 22) The Contractor must provide a cost-effective and an automated method for reporting WC claims to Medicare. Please describe what your current method is and how you follow up on queries and settlements.
- 23) The Contractor must schedule (at the County's Risk office or Sheriff's Administration Building) claims management meetings with the County at a minimum of one time per month, and as requested by the County within 3 business days for WC claims involving pending litigation, complex issues (large exposure files, monetary or political) or questionable aspects (potential denials or fraud), and at the County's sole discretion.
- 24) The Contractor must file or, when the County is required to file an item itself, provide information and assistance as required for preparation and filing within the required timeframes of all reports required by the Florida Department of Insurance in connection with the County's approved self-insured status including but not limited to: the reports, procedures, and filings requested and/or required by the state for state audits, Chapter 440 and Chapter 682 of the Florida Statutes, the Florida Rules of Appellate Procedures, Section 6A-22 Reemployment Services, Section 59A-24 Drug-Free Workplace Standards, Section 59A-29.009 Health Care Provider Certification, Section 59A-30.008 Expert Medical Advisors, Section 69L-3 on Workers Compensation Claims, Section 69L-5 Rules for Self-Insurers under the Workers' Compensation Act, 69L-6 Workers' Compensation Compliance, 69L-7 Workers' Compensation Medical Reimbursement and Utilization Review, 69L-10 Claim for Reimbursement Against the Special Disability Trust Fund, 69L-24 Workers' Compensation Insurers' standards and Practices, 69L-26 Employee Assistance and

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- Ombudsman Office, 69L-56 EDI Technical Requirements, 690-190 Rules for Self-insurers under the Workers' Compensation Act, 60Q-6 Rules of Procedure for Workers Compensation Adjudications, and the Florida Administrative Code as applicable to Workers Compensation and Self-Insureds Statute.
- 25) The Contractor must file a Unit Statistical Report and file all EDI as required by the Florida Division of Workers Compensation.
  - 26) The Contractor must advise the County of any claim that is reported late as defined in Chapter 440, Fla. Stat., to the Contractor by County departments.
  - 27) The Contractor must meet all the requirements for Medicare reporting under Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), Section 111 and ensure that any and all settlements meet the Medicare conditional payment and future payment needs of the claimant.
  - 28) The Contractor must advise the County of any Centers for Medicare & Medicaid Services (CMS) liens received and review the CMS liens received on pending and/or closed WC claims and respond to Medicare timely. Negotiate and resolve same.
  - 29) The Contractor is responsible for working with the County for timely completion of the Unit Statistical Report to the State of Florida that requires a three-year history with an evaluation date of July 1st.
  - 30) The Contractor does not have authority to settle or deny claims. Prior authority must be obtained from The County's Risk Department. The Contractor must provide recommendations for settling or denying claims, in writing with detailed reasoning.
  - 31) In the event of termination of the agreement, it will be the successful Contractor's responsibility and obligation to handle all incurred claims at the time of its termination to their conclusion unless released from their obligation by the County.
  - 32) The Contractor must be available to discuss claims directly with WC Program participants at their request.

**E. COUNTY RESPONSIBILITIES:**

- 1) The County will provide a single point of contact to administer the agreement.
- 2) The County will work with the Contractor on any County issue that affects Contractor's timely performance per Florida Statute requirements.
- 3) The County will provide a programmer experienced with the County's current Risk Management system for assistance with the initial conversion process. Once conversion is complete and acceptable assistance will no longer be available.
- 4) The County will report all work injuries to the Contractor utilizing a 3rd party vendor, like Company Nurse, or a similar company if Contractor does not have this feature.
- 5) The County will work with Contractor, when Contractor advises the County that an employee is released to light duty to assist in returning the employee to work within his/her restrictions, if possible. Currently, County Departments are required to provide light duty for a limited period of time.

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- 6) The County Attorney's Office or outside counsel will represent the County as well as Appointing Authorities and Constitutionals, except the Clerk of Court, as outlined in B above, on all petitions for benefits and lien subrogation cases and advise Contractor of any additional investigation needed on any claim. The County will be responsible for any settlement offers. When the claimant's attorney wants to depose the adjuster, the County Attorney's Office or outside counsel will contact the adjuster to schedule the adjuster's deposition at a convenient time and will meet with the adjuster before any deposition of the adjuster.
- 7) The County will provide the wage information needed for Contractor to determine the amount of the WC benefit rate.
- 8) The County will work with the selected Contractor in regard to the "special handling instructions", which will be a live document that will be updated annually or as internal procedures/points of contact change.
- 9) The County may select specific vendors and develop pricing schedules for outside professional services.
- 10) The County will be responsible for sending the data provided by Contractor to the actuary for completion of the annual actuarial evaluation and report. County will be responsible for the actual submission of the payroll report to the State.
- 11) The County may be responsible for submitting the required annual defense attorney report to the State.  
County will report annual defense fees for the County Attorney's Office and Contractor will report annual defense fees for any vendors.
- 12) The County will forward any authorization requests and any other correspondence to the Contractor within one (1) business day of receipt. County will be responsible for funding the account which the Contractor utilizes for claim payments.

**F. SUMMARY OF INVOICES:**

The Contractor must furnish the County, when requested, a detailed summary of invoices and summaries. The summary shall include an itemized description of services delivered and dollar amount of each. Failure to provide this information within 30 calendar days following the County's request may result in Contractor being found in default.

**G. ACCOUNT MANAGEMENT:**

Contractor must provide a single point of contact, dedicated account manager who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the County with any changes in account manager or contact information. Account managers responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

**H. COMPENSATION:**

The Contractor must include pricing for the following:

- C. Flat annual fee that is inclusive of "Third Party Claims Administration", establishing new claims/claim intake, EDI reporting to the state for indemnity and medical payments, EDI for compliance of Medicare queries and final claim determinations, ISO queries, County's use of data system with up to 10 users, check writing and all other services required in the scope of services. Annual training for the County, reports, posters/materials, subrogation.
- D. Provide a one-time price for transition of existing claims from County's current claims database to Contractor's data base and assuming legacy/tail claims.

## EXHIBIT A

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- E. Provide pricing for additional services that are outside of the annual service fee to include: bill review/repricing, Telephonic/Field Nurse case managers, pharmacy benefit management and any other ancillary services that Contractor provides such as surveillance, outside medical utilization review, outside medical management, costs of copies of public records or medical records, legal services, etc. All additional services will be accepted or declined by the County.

I. **SPECIAL HANDLING INSTRUCTIONS:**

See Attachment 1 for workflows associated with Special Handling Instructions. Special Handling Instructions may be updated by as need with approval by County Risk Management staff.

## EXHIBIT B

## INSURANCE REQUIREMENTS

- a) **LIMITATIONS ON LIABILITY.** Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
- b) **INDEMNIFICATION.** Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
- c) **INSURANCE:**

Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Proposer shall email certificate that is compliant with the insurance requirements to [Inowacki@pinellascounty.org](mailto:Inowacki@pinellascounty.org). If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

## EXHIBIT B

## INSURANCE REQUIREMENTS

- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@didata.com](mailto:PinellasSupport@didata.com) by the Proposer or their agent prior to the expiration date.,
- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

## EXHIBIT B

## INSURANCE REQUIREMENTS

- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (5) All policies shall be written on a primary, non-contributory basis.
  - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
  - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

EXHIBIT B

INSURANCE REQUIREMENTS

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.



EXHIBIT B

INSURANCE REQUIREMENTS

- (4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (5) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (6) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

Description	Annual Fee	5-year Fee
Third Party Claims Administration flat annual fee	\$237,000.00 (payable quarterly)	\$1,185,000.00
Transition/Conversion	One Time Fee	\$1,600.00
Contingency	As approved by the County on an as need occurrence	\$50,000.00
Total Agreement Amount over 5-year term		\$1,236,600.00
Items Charged to Individual Claim File over Term of Agreement in addition to the Total Agreement Amount outlined above:		
Bill Review/Repricing – per bill		\$6.95
PPO & UR		27%
Pharmacy:		
Dispensing Fee		\$2.50
Bill review fee		\$6.95
Telephonic Case Management – selective cases assigned		\$695.00
Pre-Certification of Hospital Admissions and Invasive Procedures		\$125.00
Tele-reporting / If a nurse case manager triage is required		\$25 per claim/ additional \$40 per claim

Costs above are based on approximately 70% of claims attributed to the Sheriff's Office and 30% of claims attributed to the County

EXHIBIT D

PAYMENT/INVOICES

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
 Pinellas County Board of County Commissioners  
 P. O. Box 2438  
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

PAYMENT/INVOICES

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - i. Requesting department for this purpose is defined as the County department for whom the work is performed.
  - ii. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

PAYMENT/INVOICES

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

## Attachment 1

SPECIAL HANDLING INSTRUCTIONS**Pinellas County Sheriff's Office special handling instructions:**

Contact telephone numbers:

Gretchen Reagan 727-582-6226 or greagan@pcsonet.com

Members of the HR team will input claims into the system as claims come in.

3-point contact – initial contacts should be made to the injured member, the supervisor listed on the initial report (only when additional clarification is needed on a claim) and the medical provider. If the adjuster is having a issues communicating with the member or supervisor, please send an e-mail to PCSO WC e-mail ([WorkersComplnjuryReport@pcsonet.com](mailto:WorkersComplnjuryReport@pcsonet.com)) , requesting assistance.

13-week wage statement is to be requested through [PAYROLL@pcsonet.com](mailto:PAYROLL@pcsonet.com) and you are to include the members name, date of injury and the date range for the wage statement. The adjuster also needs to confirm with payroll the paid thru date for full salary. This goes for school crossing guards as well. While the member is employed all TTD/TPD check will be issued to PCSO as a reimbursement.

All members who no longer work for PCSO or are on PTD, benefits are paid directly to the member. IIB's are also paid directly to the member. If a school crossing guard is injured the adjuster needs t obe in touch with PCSO payroll for the last full salary date, after that date they will be paid directly.

COVID claims – in communication with the County Attorney's Office the adjuster is to ask for acceptance and denial of these claims.

Denials – after the adjuster investigates the claim, they are to send their recommendation for denial to the County Attorney's Office and the PCSO WC e-mail box ([WorkersComplnjuryReport@pcsonet.com](mailto:WorkersComplnjuryReport@pcsonet.com)) . Whenever possible the decision needs to be made within the first 14 days. If the County Attorney agrees, they will send a request to PCSO for denial of the claim. Claims cannot be denied until the adjuster receives approval.

Approval of claims – once a final determination has been made on acceptance of a claim, the determination and condition being accepted should be sent to the PCSO WC e-mail box ([WorkersComplnjuryReport@pcsonet.com](mailto:WorkersComplnjuryReport@pcsonet.com)). Please include the claim number, date of injury and member's name.

120 Day letters are not to be sent until after the first 14 days if the claim is still being investigated.

Response to PFB's, the adjuster is to evaluate the PFB and communicate with the County Attorney's Office regarding the issues and responses. Once the response is agreed upon the County Attorney's Office will send an e-mail to PCSO to get approval to respond.

Monthly meeting – PCSO has a standing monthly meeting where claims are reviewed for members who are on light duty or out of work. Included in that meeting is a legal update that is provided by the County Attorney's Office. Once a Quarter the review is to encompass all open and re-opened claims

Questionable claims and all claims that involve the coming and going rule are to be discussed with the County Attorney and PCSO HR.

All presumption claims are to have a nurse assigned to them and pre-employment physicals and applications can be requested from PCSO HR PCSO WC e-mail.

## Attachment 1

## SPECIAL HANDLING INSTRUCTIONS

[WorkersComplnjuryReport@pcsonet.com](mailto:WorkersComplnjuryReport@pcsonet.com)) – the County Attorney should be notified and involved from the beginning of the claim.

Any claims settlements are required to be evaluated in detail and the adjuster is to work with the county Attorney's Office on the evaluation. Once the evaluation is finalized the County Attorney's Office will send the request for authority to settle to PCSO and Claims Manager.

Change of physicians – if a member is not happy with medical treatment, we always offer a one-time change. We do not allow changing of physicians without a written request for a one-time change. Second opinions are only offered in special occasions and after the one time change of physicians has been used. If there is a request or need for a second opinion after this, a request and approval should be made through PCSO Management via [WorkersComplnjuryReport@pcsonet.com](mailto:WorkersComplnjuryReport@pcsonet.com).

Initial Treatment sites are approved by client and written document is updated and managed by contractor. Contractor provides any updates to Claims Manager and PCSO so that we can update out intranet sites.

**PC Board of County Comm. and other member of the Risk Fund- Special Handling Instructions:**

Contact telephone numbers:

Pam Grabo, Claims Manager – 727-464-3221

Claims Support Specialist – 727-464-5293

Main line – 727-464-3664

Main Fax number – 727-464-4060

General e-mail box for Risk Management – [riskmgmt@pinellascounty.org](mailto:riskmgmt@pinellascounty.org)

Members of the Risk Fund are as follows:

6<sup>th</sup> Judicial Court – there are specific people who we cover as they are State employees but for purposes of WC they are covered under our plan

Business Technology Services

County Attorney's Office

Human resources

Office of Human Rights

Pinellas County BOCC

Pinellas County Sheriff's Office

Property Appraiser's Office

Supervisor of Elections

Tax Collector's Office

Members of the Risk Management team will enter claims as they come in.

3-point contact – initial contacts should be made to the injured worker, the supervisor listed on the initial report and medical provider. If the adjuster is having issues communicating with the employee or supervisor, please call Pam Grabo 727-464-3221 or e-mail [pgrab@pinellascounty.org](mailto:pgrab@pinellascounty.org) in the alternative you can contact the claims support specialist at 727-464-5293 or e-mail [riskmgmt@pinellascounty.org](mailto:riskmgmt@pinellascounty.org)

13 week wage statement is to be requested through [Payroll@pinellascounty.org](mailto:Payroll@pinellascounty.org) and you are to include the employees name, employees ID number and the date range for the wage statement. Adjuster also need to confirm with supervisor that the time card is correct for the initial 40 hrs LWP (the waiting period). All benefits are made payable to the employees directly by the carrier.

## Attachment 1

## SPECIAL HANDLING INSTRUCTIONS

Denials – after the adjuster has completed their claim investigation and determined that the claim is not compensable, the adjuster needs to obtain an opinion from the County Attorney's Office and then request denial from the Claims Manager [pgrab0@pinellascounty.org](mailto:pgrab0@pinellascounty.org)

Response to PFB's, the adjuster is to evaluate the PFB and communicate with the County Attorney's Office regarding the issues and responses. Once the response is agreed upon the County Attorney's Office will send an e-mail to the Claims Manager to get approval to respond.

Any claims settlements are required to be evaluated in detail and the adjuster is to work with the County Attorney's Office on the evaluation. Once the evaluation is finalized the County Attorney's Office will send the request for authority to settle to the Claims Manager.

Change of physicians – if an injured worker is not happy with medical treatment, we always offer a one-time change. We do not allow changing of physicians without a written request for a one-time change. Second opinions are only offered in unusual cases and this needs to be discussed with the Claims Manager.

120 Day letters are not to be sent until after the first 14 days if the claim is still being investigated.

Initial Treatment sites are approved by client and written document is updated and managed by contractor. Contractor provides any updates to Claims Manager and HR Director so that we can update out intranet sites.

\*\*Special Handling Instructions may be updated on an intermittent basis as approved by County staff and as needed over the duration of the agreement without a formal written amendment to the agreement.



## Attachment 2

## Self-Insured Retention History

Policy Term	Carrier	Policy No	SIR	Coverage
9/1/92-93	Ranger	PXL701010	\$1M	GL, Auto,WC,LEL
10/1/93-94	Ranger	PXL701024	\$1M	GL, Auto,WC,LEL
10/1/94-95	Ranger	PXL701040	\$1M	GL, Auto,WC,LEL
			\$2.5	GL,
10/1/95-96	Ranger	PXL701060	M	Auto,WC,LEL,POL
10/1/96-97	Ranger	PXL701084	\$2.5M	GL,Auto,WC,LEL,POL
10/1/97-98	Ranger	PXL801036	\$2.5M	GL,Auto,WC,LEL,POL
10/1/98-99	Ranger	PXL801059	\$1.5M	GL,Auto,WC,LEL,POL
10/1/99-00	Crum & Forster	5440000104	\$1.5M	GL,Auto,WC,LEL,POL
10/1/00-01	Crum & Forster	5440000104	\$1.5M	GL,Auto,WC,LEL,POL
10/1/01-02	Crum & Forster	5440000761	\$1.5M	GL,Auto,WC,LEL,POL
10/1/02-03	Crum & /Forster	5440001445	\$1.5M	GL,Auto,WC,LEL,POL
10/1/03-04	State National	MDB0219152	\$1.5M	GL,Auto,WC,LEL,POL
10/1/04-3/1/06	State National	MDB0221521	\$1.5M	GL,Auto,WC,LEL,POL
3/1/06-07	State National	MDB0266860	\$1.5M	GL,Auto,WC,LEL,POL
3/1/07-08	State National	MDB0267673	\$1.5M	GL,Auto,WC,LEL,POL
3/1/08-09	Star Ins. Co	CP0267788	\$1.5M	GL,Auto,WC,LEL,POL
3/1/09-10	Star Ins. Co	CP0267897	\$1.5M	GL,Auto,WC,LEL,POL
3/1/10-11	Star Ins. Co	CP0513645	\$1.5M	GL,Auto,WC,LEL,POL
3/1/11-12	Star Ins. Co	CP0513749	\$1.5M	GL,Auto,WC,LEL,POL
3/1/12-13	Star Ins. Co	CP0641973	\$1.5M	GL,Auto,WC,LEL,POL
3/1/13-14	Arch Ins	WCX005372700	\$2.0M	WC
3/1/14-15	Arch Ins	WCX005372701	\$2.0M	WC
3/1/15-16	Arch Ins	WCX005372702	\$2.0M	WC
3/1/16-17	Arch Ins	WCX005372703	\$2.0M	WC
3/1/17-18	Arch Ins	WCX005372704	\$2.0M	WC
3/1/18-19	Arch Ins	WCX005372705	\$2.0M	WC
3/1/19-20	Arch Ins	WCX005372706	\$2.0M	WC
3/1/20-21	Arch Ins	WS11004624	\$2.0M	WC
3/1/21-22	Arch Ins	WCX005372708	\$2.0M	WC