

## SECOND AMENDMENT

This Amendment is made and entered into this 5 day of August, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Davies Claims North America, Inc., Lakewood Ranch, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on September 9, 2021, pursuant to Pinellas County Contract No. 21-0239-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Workers Compensation Third Party Administration Services for the County; and

WHEREAS, Section Twenty-one (21) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for an increase to the total not-to-exceed amount, and additional services to the contract, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Section five (5) ("Compensation and Method of Payment"), subsection B, is revised to reflect an increase in the amount of Fifty thousand dollars and zero cents (\$50,000.00), for a new total not to exceed sum of One million, two hundred eighty-six thousand, six hundred dollars and zero cents (\$1,286,600.00).
2. Exhibit E attached hereto, is hereby incorporated and made part of the Agreement
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the day and year first written above.

Pinellas County, a political subdivision of the State of Florida:



Signature

Barry Burton

Printed Name

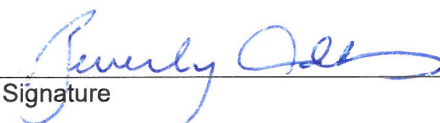
County Administrator

Printed Title

August 5, 2024

Date

Contractor: **Davies Claims North America, Inc.**



Signature

Beverly Adkins, AIC, AIM

Printed Name


President of WC/P&C TPA

Printed Title

07/09/2024

Date

**APPROVED AS TO FORM**

By:   
Office of the County Attorney

#### Exhibit E

This proposal outlines the development and implementation of an Injury Counselor. The Injury Counselor is responsible for assisting employees in their return-to work process following an injury. The program aims to facilitate a safe and efficient return-to-work process, minimize lost time, and promote the well-being of the injured employee.

Davies will designate an Injury Counselor to perform the following duties:

**Act as liaison to enhance communication between the injured employee, adjuster and client and assist the injured employee through the workers compensation process**

**Assist employees with day-to-day claim questions**

**Responsible for ongoing contact with injured employee throughout the course of their claim**

**Contact employee after each key medical appointment, assists adjuster with obtaining medical provider work status reports after each appointment and provides same to adjuster and client**

**Ensure light duty restrictions are provided from the physician and coordinate with the supervisor to ensure that the restrictions can be accommodated**

**Defers any HR related questions by the injured employee back to client – Defers any compensability questions back to the adjuster**

**If an injured employee retains an attorney – Injury Counselor ceases communication with the injured employee**

#### Client Payment schedule

Description	Annual Fee
Injury Counselor	<u>\$25,000</u>

Cost above is attributed to the County. The Injury Counselor will not be responsible for the Sheriff's Office return to work processes.