BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA PROFESSIONAL SERVICES AGREEMENT Contract No. 25-PS00995/AP

7	HIS AGREEM	ENT made	and ente	red i	into this _	day of				<u>, 2</u> 025, by and
between	HERNANDO	COUNTY	BOARD	OF	COUNTY	COMMISSIONERS,	15470	Flight	Path	Drive,
Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY, and Davies										
Claims North America, Inc., P.O. Box 110259, Lakewood Ranch, FL 34211, duly authorized to conduct business										
in the Sta	te of Florida,	hereinafter	called th	e PR	OFESSION	AL.				

RECITALS:

WHEREAS, the PROFESSIONAL has reviewed the consulting services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

WHEREAS, the COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Workers' Compensation Third Party Claims Administration Services

NOW, THEREFORE, the COUNTY and the PROFESSIONAL, in consideration of the mutual covenants contained herein, agree as follows:

- **SECTION 1. CONSULTANT SERVICES.** The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A" (Scope of Services), attached hereto and made a part hereof.
- **SECTION 2. MODIFICATIONS.** This Agreement may only be amended or modified by mutual consent of duly authorized parties, in writing, through the issuance of a modification to this Agreement or purchase order as appropriate.
- **SECTION 3. TERM.** The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator, and shall be completed within thirty-six (36) months from the date of issuance of the Purchase Order.

This Agreement may be unilaterally renewed for two (2) additional twelve (12) month periods at the same prices, terms, and conditions contained herein. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the PROFESSIONAL in writing no later than thirty (30) days prior to expiration of its decision to exercise this Agreement renewal option or options.

- **SECTION 4. COMPENSATION AND PAYMENT OF PROFESSIONAL'S SERVICES.** The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B" (Compensation and Payment Method), attached hereto and made a part hereof. No additional fees or expenses will be paid.
- A. Adjustment of compensation and contract time because of any major changes in the work that may

become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and written amendments to this agreement for such adjustments shall be entered into by the parties in accordance herewith.

B. The COUNTY shall pay the PROFESSIONAL in accordance with the Local Government Prompt Payment Act, §218.70, et seq., F.S., upon receipt of the PROFESSIONAL's invoice and written approval of same by the County Administrator or designee indicating that services have been rendered in conformity with this Agreement.

SECTION 5. RESPONSIBILITIES OF PROFESSIONAL.

- A. The PROFESSIONAL shall provide a monthly written Indemnity Records reports, as well as any other reports requested by the COUNTY, in a format acceptable to the COUNTY. The COUNTY is entitled at all times to be advised, at its request, of the status and details of the PROFESSIONAL's work. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.
- B. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals, or other professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Whether or not the PROFESSIONAL utilizes other specialists, sub-professionals, or professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all the work. Additionally, the PROFESSIONAL shall not assign or transfer work under this Agreement to other specialists, sub-professionals, or professionals unless approved in writing by the COUNTY. Only specialists, sub-professionals, or other professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL.
- **C.** All final plans, documents, reports, studies, and other data prepared by the PROFESSIONAL shall bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.
- D. The PROFESSIONAL shall comply with all federal, state, and local laws and ordinances applicable to the work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.
- E. The PROFESSIONAL is employed to render a professional service only and payments the COUNTY makes to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities.

SECTION 6. TERMINATION. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

- 1) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:
 - a) immediately terminating this Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;
 - b) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.
- If the COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work or the date at which this Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment for all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- 3) If this Agreement is terminated before performance is completed, the COUNTY shall pay the PROFESSIONAL for work satisfactorily performed on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports, studies, and AutoCAD copies of plans/drawings completed to date.

SECTION 7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 8. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and in the aggregate. The PROFESSIONAL shall provide to the COUNTY proof of such insurance upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL shall also cause specialists, sub-professionals and other professionals retained by PROFESSIONAL for performance of this Agreement to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. Said certificate(s) shall provide that policy(ies) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD

insurance form; the PROFESSIONAL, specialists, sub-professionals and other professionals shall name Hernando County as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.

SECTION 9. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach of violation of this section 9 the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 10. Unless otherwise required by law or judicial order, the PROFESSIONAL shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL shall not publish, copyright, or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section (5) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 11. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this contract, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The PROFESSIONAL shall incorporate the provisions of this section in any subcontract into which it might enter to perform under this Agreement.

SECTION 12. The COUNTY reserves the right to suspend, cancel, or terminate this Agreement without penalty in the event one or more of the PROFESSIONAL'S corporate officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have the indictment or direct information dismissed or is found not guilty, such suspension of qualifications shall be immediately lifted by the County Administrator. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL is placed in either voluntary or involuntary bankruptcy or if an assignment is made for the benefit of creditors. In the event of termination under this section, PROFESSIONAL shall immediately turn over to the COUNTY reproducible copies of all data prepared or obtained under this Agreement. The COUNTY shall compensate the PROFESSIONAL for its services rendered up to the date of any such termination in accordance with section (6) hereof.

SECTION 13. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and

other persons employed or utilized by PROFESSIONAL in the performance of this Agreement.

This section shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in the Florida Statutes 768.28.

SECTION 14. NOTICES. All notices given by one party to the other party under this Agreement must be delivered to the receiving party's address set forth on this Agreement either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. If the County is the recipient, the notice must be addressed to Chief Procurement Officer, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604 or emailed to crossiter-smith@hernando.co.fl.us.

SECTION 15. The COUNTY reserves the right to audit the PROFESSIONAL's records that relate to services and expenditures provided and incurred in performance of this Agreement. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to performance of this Agreement. The COUNTY further reserves the right to reproduce any of the aforementioned documents.

SECTION 16. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES. BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY LEGAL DISPUTE ARISING UNDER THIS AGREEMENT.

SECTION 17. E-VERIFY- PROFESSIONAL and its agents must have a legally Authorized Workforce.

PROFESSIONAL is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by entering into this Agreement, PROFESSIONAL represents and warrants (a) that the PROFESSIONAL is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the PROFESSIONAL employees are legally eligible to work in the United States, and (c) that the PROFESSIONAL has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of PROFESSIONAL's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the PROFESSIONAL unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the PROFESSIONAL's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Procurement Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the PROFESSIONAL's employees are not legally eligible to work in the United States, the COUNTY may, in its sole discretion, demand that the PROFESSIONAL cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the PROFESSIONAL from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

PROFESSIONAL is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

- 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
- 3. Establish a written hiring and employment eligibility verification policy.
- 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
- 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
- 9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- 11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 18. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

- **SECTION 19. SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The COUNTY and the PROFESSIONAL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PROFESSIONAL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.
- **Section 20. TRAVEL.** No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.
- **Section 21. INDEPENDENT CONTRACTOR.** The PROFESSIONAL shall be legally considered an independent contractor and neither the PROFESSIONAL, its employees nor sub-contractors shall, under any circumstances, be considered servants or agents of the COUNTY; and the COUNTY shall at no time be responsible for any negligence or other wrongdoing by the PROFESSIONAL, its servants, agents, employees or sub-contractors.
- **Section 22. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed stricken, and such holding will not affect the validity of the remaining portion thereof.
- **Section 23. WAIVER.** The delay or failure by either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.
- Section 24. NO WARRANTY BY THE COUNTY. Approval by the COUNTY of any of the PROFESSIONAL's work, including but not limited to written reports, or any work products furnished hereunder, shall not relieve the PROFESSIONAL of responsibility for the technical accuracy and adequacy of work under this Agreement. Neither the COUNTY's approval or acceptance, or payment for any services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.
- SECTION 25. This Agreement, including its Exhibits (Exhibit "A" Scope of Services; Exhibit "B" Compensation and Method of Payment; Exhibit "C" Anti-Human Trafficking Affidavit; Exhibit "D" Foreign Countries of Concern), attached hereto, and COUNTY Purchase Orders, all incorporated herein, represent the entire agreement between COUNTY and the PROFESSIONAL with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement.

In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

Agreement
Attachments:
Exhibit "A" Scope of Services
Exhibit "B" Compensation and Method of Payment

Exhibit "C" Anti-Human Trafficking Affidavit Exhibit "D" Foreign Countries of Concern

above written.		
Signature Jes		BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY. FLORIDA
Beverly Adkins, President (type name and title)		Brian Hawkins, Chairman
Davies Claims North America, Inc.		
07/23/2025		Date
Date		
	Attest:	
	Attest.	Douglas A. Chorvat. Jr., Clerk of Circuit Court

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first

Exhibit "A" Scope of Services

The PROFESSIONAL is required to perform the following related services:

- 1) On behalf of the County, the PROFESSIONAL will prepare and file with the appropriate state agency all applications required for the County's continued qualification as a self-insurer;
- 2) Comply with all applicable laws and regulations regarding workers' compensation benefits;
- 3) Obtain the County's authorization prior to performing investigations, surveillance and any other measures to assure claim validity;
- 4) Obtain the County's authorization prior to settling or denying a claim;
- 5) Establish and maintain complete claims files on each claim;
- 6) Review, process and pay claims on a timely basis;
- 7) Provide copies of all pertinent medical, legal, and investigative reports to the County in a timely manner, and no later than two (2) business days after submission/creation;
- 8) Provide for timely notification of excess insurers, as required by excess insurance policy ("timely notification" is defined by Florida Statute);
- 9) Pursue all second injury funds, subrogation, and other recovery opportunities;
- 10) Reporting, documentation and recovery for subrogation claims
- 11) Advise the County regarding actions, procedures, etc. which result in control of claims; and
- 12) Notify the excess insurance carrier and the County when the total incurred reserve is expected to reach fifty (50) percent of the self-insured retention.
- 13) The County reserves the right to approve any person working on the administration of the County's claims and the right to request changes to personnel whenever the County determines it is in the County's best interest.
- 14) Medical Management to include:
 - a. Triage of all cases
 - b. Assistance with developing preferred medical providers
 - c. Education and training of providers and/or supervisory staff
 - d. Educational referral material
 - e. Review of impairment rating for accuracy by nurse case manager for potential savings
 - f. Telephonic case management
- 15) Review medical bills and conduct appropriate reductions as required by Florida Statute 440.

- 16) Medical case manager nurses and claims personnel must be employees of the PROFESSIONAL.
- 17) The use of independent nurses, adjusters, sub-contractors, or temporary adjusters is not acceptable without prior approval of the County.
- 18) The County reserves the right to establish a limit on the amount of payment that can be made by the PROFESSIONAL without prior County authorization.
- 19) The County reserves the right to establish a pool up to \$200,000 for the PROFESSIONAL to process workers' compensation claims for the County. The County requires monthly reconciliation of this pool in a manner and format acceptable to the County.
- 20) The County reserves the right to select an attorney for legal services. The County further reserves the right to review bills for legal services prior to authorization for payment.
- 21) Additionally, the PROFESSIONAL must obtain prior written authorization from the Human Resources Director to increase the established reserve of \$25,000.00 for reserves within a particular claim.
- 22) The PROFESSIONAL will reimburse the County for payments made in error upon discovery that payment errors are non-recoverable from third parties. In the event of discovery of errors, reimbursements shall be made within thirty (30) days of discovery.
- 23) Information Management Services:
 - a. Standard reports via e-mail in PDF
 - b. OSHA reports (Occupational Safety and Health Administration)
 - c. State Reporting
 - d. Internet access to Claims System and Document Imaging
 - e. Online FROI (First Notice of Injury)
 - f. Medicare Secondary Payer Reporting
 - g. Claim EDI Reporting (Electronic Data Interchange)
 - h. Medical EDI Reporting (Electronic Data Interchange)
- 24) On-site or webinar training
- 25) Helpdesk support

Exhibit "B" Compensation and Method of Payment

A. Third-party claims administration and Fees for Claims Handling:

Additional exposures:

(Includes 110 exposures per year) Contract Year 1 - \$33,775.00

Contract Year 2 - \$33,775.00 Contract Year 3 - \$33,775.00

Upon 12-month Renewal: Contract Year 4 - \$34,788.00

Upon 12-month Renewal: Contract Year 5 - \$35,832.00

Over 110 exposures per year: \$275.00 each

B. Medical Management Fees: Contract Year 1 - \$275.00 per claim

(per claim for contract life or case closure)

Contract Year 2 - \$275.00 per claim

Contract Year 3 - \$275.00 per claim

Contract Year 3 - \$275.00 per claim Contract Year 4 - \$285.00 per claim Contract Year 5 - \$295.00 per claim

C. Cases placed into medical management: \$125.00

per each pre-certification of in-patient/out-

patient

D. Provider Bill Review/ Cost Containment Services Fees:

\$7.95 per bill

and 30% of savings over and above the fee schedule

Exhibit "C" Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by <u>an officer or representative of a nongovernmental entity</u> that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

- 1. My name is <u>Beverly Adkins</u> and I am over eighteen years of age. The following information is given from my own personal knowledge.
- 2. I am an officer or representative with <u>Davies Claims North America</u>, Inc. , a non- governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
- 3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
- 4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
- 5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I <u>Beverly Adkins</u>, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.
Davies Claims North America, Inc.
Name of Nongovernmental Entity
Beverly Adkins
Printed Name of Affiant
President
Title of Affiant
Neverly Ole
Signature of Afflant
07/23/2025
Date

Exhibit "D" Foreign Countries of Concern

Pursuant to Florida Statutes, § 287.138, effective July 1, 2023, the County may not enter into contracts which grants an entity access to personal identifiable information if: a) the entity is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the entity is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Florida Statutes, § 287.138, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the entity for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

PROFESSIONAL's Legal Company Name:	Davies Claims North America,	Inc.	_does not meet any of					
the criteria set forth in Florida Statutes, § 287.138(2)(a)-(c).								

Pursuant to Florida Statutes,§ 92.525, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of PROFESSIONAL's Authorized Representative: Beverly Adkins	
Title of PROFESSIONAL's Authorized Representative: President	-1
Signature of PROFESSIONAL's Authorized Representative:	_
Date: 07/23/2025	