

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

THIS AGREEMENT made and entered into this 9th day of September, 2025, 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 State of Florida, hereinafter called the PROFESSIONAL.

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.
- 2) 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*

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.

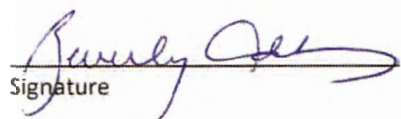
SECTION 25. This Agreement, including its Exhibits (Exhibit "A" Scope of Services; Exhibit "B" Compensation and Method of Payment; Exhibit "C" Anti-Human Trafficking Affidavit; Exhibit "D" Foreign Countries of Concern), attached hereto, and COUNTY Purchase Orders, all incorporated herein, represent the 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

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


Signature

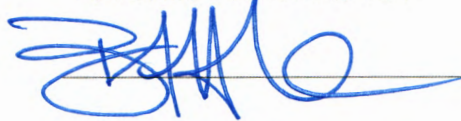
Beverly Adkins President
(type name and title)

Davies Claims North America, Inc.

07/23/2025

Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA



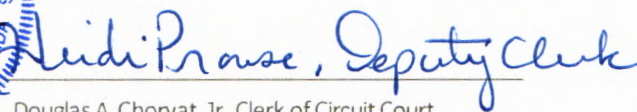
Brian Hawkins, Chairman

09/09/2025

Date



Attest


Heidi Prasse, Deputy Clerk

Douglas A. Chorvat, Jr., Clerk of Circuit Court

Witness: _____

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:

(per claim for contract life or case closure)

Contract Year 1 - \$275.00 per claim

Contract Year 2 - \$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 an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Beverly Adkins 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 Davies Claims North America, 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 Beverly Adkins, 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.

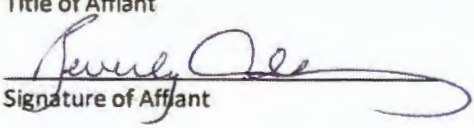
Name of Nongovernmental Entity

Beverly Adkins

Printed Name of Affiant

President

Title of Affiant


Signature of Affiant

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

Signature of PROFESSIONAL's Authorized Representative: 

Date: 07/23/2025