

**AGREEMENT FOR LIABILITY AND WORKERS' COMPENSATION
THIRD-PARTY ADMINISTRATION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and PMA Management Corp., a Florida corporation, whose address is 380 Sentry Parkway, Blue Bell, PA 19422, and whose federal tax identification number is 23-2652239, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase third-party administration services for, but not limited to, general liability, automobile liability, public officials' liability, employment practice liability, professional liability, and workers' compensation, from the Vendor in connection with RFP220126CJV Liability and Workers' Compensation Third-Party Administration (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP220126CJV on March 4, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on April 21, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the Detailed Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP220126CJV as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be October 1, 2022.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any

way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work

stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and

restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Michael Hurst
Title: Senior Account Executive,
Sales
Address: 2710 N Rocky Point Dr.
Tampa, FL 33607
Telephone: 813-207-4428
Facsimile: 813-965-4441
Email: michael_hurst@pmagroup.com

County's Representative

Names: Roger Desjarlais Mary Tucker
Titles: County Manager Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-2221 (239) 533-8881
Facsimile: (239) 485-2262 (239) 485-8383
Email: rdesjarlais@leegov.com mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

PMA MANAGEMENT CORP.

Signed By: *Renee Williams*

Signed By: *Michael MacAulay*

Print Name: Renee Williams

Print Name: Michael MacAulay

Title: President

Date: August 24, 2022

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Vice* CHAIR

DATE: 10/14/22

ATTEST:
CLERK OF THE CIRCUIT COURT
Kevin C. Karnes, Clerk

BY: *Melissa Butler*
Melissa Butler
Deputy Clerk



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *Chuck Lira*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1.** Vendor shall provide third party administration (TPA) services for, but not limited to, general liability (GL), automobile liability (AL), public officials' liability (POL), employment practice liability (EPL), professional liability (PL), and workers' compensation (WC).
- 1.2.** Vendor shall provide the TPA services for the County, as well as the following constitutional offices: Clerk of Courts, Property Appraiser, Supervisor of Elections and Tax Collector. The Lee County Sheriff's Office is not included in this Agreement.

2. ADMINISTRATION SERVICES

- 2.1.** Vendor shall handle all claims arising out of the above coverage.
- 2.2.** Vendor shall provide up to two (2) in-person claim reviews, provided by either the County's Client Service Manager, or Account Executive, at no extra cost for travel.
- 2.3.** In accordance with any required time frames, Vendor shall prepare (with the County's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the Worker's Compensation program.
- 2.4.** In accordance with any required time frames, Vendor shall prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).
- 2.5.** Vendor shall prepare, maintain, and file statistical or other records and reports as required by the County's excess insurers, report claims to the County's excess insurer(s) in accordance with the requirements of the excess insurer(s), and provide a copy of the reports to the County. Additionally, the Vendor shall follow specific written investigation procedures for any case for which the Excess Liability and Workers' Compensation Insurer requires specific notification or investigation.
- 2.6.** In accordance with any required time frames, Vendor shall prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus and, as applicable, Medicare Secondary Payer, or other appropriate state agencies, including Electronic Data Interchange (EDI) and data necessary for the promulgation of experience modifications.
- 2.7.** Vendor shall comply fully with all rules, regulations, guidelines or procedures established by the County and the State of Florida, including Electronic Data Interchange (EDI), and Medicare Secondary Payer requirements.
- 2.8.** Vendor shall provide the County, annually, with the latest pay lag report from the State of Florida.
- 2.9.** Vendors shall work collaboratively with the County to develop a Workers' Compensation program, which focuses on respecting the injured worker and the medical providers providing care and continually work to effect program changes and enhancements. Vendor shall also annually provide the County with an independent service audit as required by the financial auditors, using an industry standard format such as SAS-70 or SSAE-16,
- 2.10.** Vendor shall maintain a business continuity plan detailing, in the event of an emergency, e.g., hurricane preparedness, how Vendor's services will continue, how the County's employees will be paid indemnity, and how employees will be instructed on obtaining medical care.
- 2.11.** The Vendor shall have payment authority up to \$10,000 for workers' compensation claims and up to \$10,000 for liability claims. All claims' payments must be reviewed by the

County's Risk Manager. Any settlement of claims shall include preparation and actuation of all necessary stipulations, compromises, and release agreements.

- 2.12.** The Vendor shall provide the County with online real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills, and expense bills through their "Cinch" system
 - 2.12.1.** The County will be provided with, at a minimum, five (5) free user licenses to access the Vendor's "Cinch" risk management information system (RMIS) platform .
- 2.13.** All claims' files and other records, documents, lists, supplies, etc. pertaining to claims are the property of the County, not the administrator, and shall be given to the County upon contract termination, however, the Vendor is permitted to make and maintain duplicate copies of the files, records, documents etc., subsequent to contract termination.

3. CLAIMS HANDLING

- 3.1.** Claims Administrators for the Vendor shall promptly furnish information about the extent of claims handling services provided, conduct adequate, timely, and complete 24-hour contact of claims, regardless of exposure. Vendor shall also provide, a toll-free phone number regarding claims problems, questions, etc. The Vendor's claims administrator shall use its best judgment in settling or denying claims and in setting reserves for future payment, and the claims administrator shall perform the following functions regarding claims:
 - 3.1.1.** Provide all reports, including unit statistical reports, required by the State of Florida.
 - 3.1.2.** Comply with all applicable laws and regulations regarding workers' compensation benefits.
 - 3.1.3.** Perform necessary investigations and other measures to assure claim validity.
 - 3.1.4.** Establish and maintain complete claims files on each claim.
 - 3.1.5.** Properly review, process, and pay claims on a timely basis.
 - 3.1.6.** Provide copies of all pertinent medical, legal and investigative reports, to keep the County up to date.
 - 3.1.7.** Provide for timely notification of excess insurers, as required by excess insurance policies.
 - 3.1.8.** Pursue all second injury funds, subrogation and other recovery opportunities.
 - 3.1.9.** Continuously advise regarding actions, procedures, etc. which will result in control of claims.
- 3.2.** The Vendor's claims administrator shall maintain procedures for response to emergencies, including providing the name and/or office and telephone number where someone can be reached.
- 3.3.** It shall be the responsibility of the Vendor's claims administrator to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. Vendor's claims administrator shall be responsible for all required Electronic Data Interchange (EDI) Division of Workers' Compensation (DWC) reporting.
- 3.4.** The Vendor shall reimburse the County for payment of any fines, penalties or assessments assigned by the State of Florida for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company.
- 3.5.** The Vendor's claims administrator shall be familiar with applicable laws regarding potential liability for injury or damage or other loss to members of the public (e.g., familiarity with Florida's sovereign immunity statutes, Federal law regarding governmental liability, etc.).

- 3.6. The County may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. Vendor's claim administrators shall work collaboratively with these outside professionals, including data sharing, portals, and other methods for sharing information.
- 3.7. The County reserves the right to direct the claims administrator in writing regarding payment of claims. The County reserves the right to establish a limit on the amount of payment that can be made by the administrator without County authorization.

6. FIRST NOTICE OF INJURY SERVICES

- 6.1. Vendors shall provide the following administrative services:
 - 6.1.1. Provide reporting procedures such as but not limited to 24-hour telephonic or internet-based claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. Vendors shall accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the County.
 - 6.1.2. Receive and examine on behalf of the County all reports of employee injury claims. Refer injured workers to appropriate medical services, and as appropriate and based upon pre-established criteria agreed upon by the County, provide immediate referral to specialty medical providers for injuries.
 - 6.1.3. Coordinate data between first report of injury and claims administration system.
 - 6.1.4. The on-line claim security shall permit on-line input of accident reports by County staff.

7. COORDINATION WITH EXCESS INSURERS

- 7.1. The Vendor shall be responsible for reporting to specific and aggregate excess insurers' claims required within the terms and conditions of the specific and aggregate insurance.

8. CLAIMS EXPERIENCE RECORDS/REPORTS

- 8.1. Vendors shall provide monthly and annual summaries of claims by type of risk and shall recap each year's experience, including prior years, to date. The reports shall be on a fiscal year basis, with an October 1 anniversary. Reports shall be provided within 30 days of the end of the period for which each report applies.

10. RIGHT TO INSPECT/COPY/AUDIT

- 10.1. The County reserves the right to inspect, copy, or audit the files, including the right to utilize an outside auditor for these functions on the County's behalf.

11. COUNTY CONTROL

- 11.1. The County reserves the right to direct the Vendor's claims administrator regarding settlement of claims.

End of Detailed Specifications

EXHIBIT B FEE SCHEDULE

	Year 1	Year 2	Year 3	Optional - Year 4
Primary Agent servicing the account				
Firm	PMA Management Corp	PMA Management Corp	PMA Management Corp	PMA Management Corp
Representative	Michael Hurst CIC, CRM			
Address	2701 N. Rocky Point Dr.			
City, State, Zip	Tampa, FL 33607	Tampa, FL 33607	Tampa, FL 33607	Tampa, FL 33607
Telephone Number	813-965-1346	813-965-1346	813-965-1346	813-965-1346
Fax Number	813-207-4441	813-207-4441	813-207-4441	813-207-4441
E-mail	michael_hurst@pmagroup.com	michael_hurst@pmagroup.com	michael_hurst@pmagroup.com	michael_hurst@pmagroup.com
Claims Office Location				
Street Address	2701 N. Rocky Point Dr.			
City/State/Zip	Tampa, FL 33607	Tampa, FL 33607	Tampa, FL 33607	Tampa, FL 33607
Liability Claims				
General Liability (New Claims)				
	Estimated Claims	Per Claim Fees	Annual Costs	
Bodily Injury Claims	18	\$ 901	\$ 16,218	
Property Damage Claims	5	\$ 510	\$ 2,550	
Auto Liability (New Claims)				
	Estimated Claims	Per Claim Fees	Annual Costs	
Bodily Injury Claims	25	\$ 901	\$ 22,525	
Property Damage Claims	15	\$ 510	\$ 7,650	
Public Officials Liability / Employment Practice Liability (New Claims)				
	Estimated Claims	Per Claim Fees	Annual Costs	
Public Officials Liability Claims	0	\$ 1,300	\$ -	
Employment Practices Liability Claims	0	\$ -	\$ -	
Professional Liability / Errors & Omissions (New Claims)				
	Estimated Claims	Per Claim Fees	Annual Costs	
Professional Liability Claims	1	\$ 1,300	\$ 1,300	
Workers' Compensation Claims				
New Claims				
	Estimated Claims	Per Claim Fees	Annual Costs	
Medical Only Claims	150	\$ 175	\$ 26,250	
Indemnity / Lost Time Claims	40	\$ 1,025	\$ 41,000	
Annual Administration Fees			\$ 4,000	
	Total Annual	\$ 121,493		
			\$ 4,000	
	Total Annual	\$ 121,493		
			\$ 4,000	
	Total Annual	\$ 121,493		
			\$ 4,000	
	Total Annual	\$ 125,183		

	Optional - Year 5	Optional - Year 6	TOTAL CONTRACT
Primary Agent servicing the account			
Firm	PMA Management Corp	PMA Management Corp	PMA Management Corp
Representative	Michael Hurst CIC, CRM	Michael Hurst CIC, CRM	Michael Hurst CIC, CRM
Address	2701 N. Rocky Point Dr.	2701 N. Rocky Point Dr.	2701 N. Rocky Point Dr.
City, State, Zip	Tampa, FL 33607	Tampa, FL 33607	Tampa, FL 33607
Telephone Number	813-965-1346	813-965-1346	813-965-1346
Fax Number	813-207-4441	813-207-4441	813-207-4441
E-mail	michael_hurst@pmagroup.com	michael_hurst@pmagroup.com	michael_hurst@pmagroup.com
Claims Office Location			
Street Address	2701 N. Rocky Point Dr.	2701 N. Rocky Point Dr.	2701 N. Rocky Point Dr.
City/State/Zip	Tampa, FL 33607	Tampa, FL 33607	Tampa, FL 33607
Liability Claims			
General Liability (New Claims)	Estimated Claims	Per Claim Fees	Annual Costs
Bodily Injury Claims	18	\$ 928	\$ 16,704
Property Damage Claims	5	\$ 537	\$ 2,685
Auto Liability (New Claims)	Estimated Claims	Per Claim Fees	Annual Costs
Bodily Injury Claims	25	\$ 928	\$ 23,200
Property Damage Claims	15	\$ 537	\$ 8,055
Public Officials Liability / Employment Practice Liability (New Claims)	Estimated Claims	Per Claim Fees	Annual Costs
Public Officials Liability Claims	0	\$ 1,339	\$ -
Employment Practices Liability Claims	0		\$ -
Professional Liability / Errors & Omissions (New Claims)	Estimated Claims	Per Claim Fees	Annual Costs
Professional Liability Claims	1	\$ 1,339	\$ 1,339
Workers' Compensation Claims	Estimated Claims	Per Claim Fees	Annual Costs
New Claims	Estimated Claims	Per Claim Fees	Annual Costs
Medical Only Claims	150	\$ 180	\$ 27,000
Indemnity / Lost Time Claims	40	\$ 1,055	\$ 42,200
Annual Administration Fees			\$ 4,000
Total Annual Costs			\$ 125,183
	Estimated Claims	Per Claim Fees	Annual Costs
	18	\$ 956	\$ 17,208
	5	\$ 553	\$ 2,765
	Estimated Claims	Per Claim Fees	Annual Costs
	25	\$ 956	\$ 23,900
	15	\$ 553	\$ 8,295
	Estimated Claims	Per Claim Fees	Annual Costs
	0	\$ 1,379	\$ -
	0		\$ -
	Estimated Claims	Per Claim Fees	Annual Costs
	1	\$ 1,379	\$ 1,379
			\$ 4,000
Total Annual Costs			\$ 128,777
	Total GL Costs		
		\$	99,270
		\$	15,785
	Total AL Costs		
		\$	137,875
		\$	47,355
	Total Public Officials Liability / Employment Practice Liability Costs		
		\$	-
		\$	-
	Estimated Claims	Per Claim Fees	Annual Costs
			\$ 7,957
	Total WC Costs		
		\$	160,500
		\$	250,880
			\$ 24,000
Total Contract		\$	743,622

Exhibit A – Other Services Fee Schedule

Service Type	Amount	Billed
Managed Care:		
Bill review and repricing	\$9.50 per bill, plus 30% of savings over and above fee schedule and/or usual and customary	Monthly
Utilization review	\$105 per review	Monthly
Medical management services	\$98.00 per hour	Monthly
Medical consultant review	\$235 per review	Monthly
PMA Care 24	\$98.00 per call	Monthly
Point of Sale Pharmacy Program	\$35.00 per review	Monthly
Medical Director	\$250 per hour	Monthly
Medicare Solutions		
Section 111 Reporting	\$8.00 per claim queried	Monthly
Medicare Set-Aside Allocation	\$2,100 each	Monthly
CMS Submissions	\$600 each	Monthly
Medicare Conditional Payment Research	\$125 each	Monthly
Medicare Conditional Payment Appeal or Dispute	\$250 each	Monthly
Medicare Conditional Payment Research Final Demand	\$50 each	Monthly
Medical Cost Projections	\$1,800 each	Monthly
Evidenced Based MSA	\$2,100 each	Monthly
Life Care Plan	\$175 per hour	Monthly
Legal Nurse Review	\$1,800 per review	Monthly
Update (of prior MSA report)	\$750 per report	Monthly
Resolution Services	\$125 per hour	Monthly
Medicare/Social Security Verification	\$195 each	Monthly
Medicaid Conditional Payment Research	\$250 each	Monthly
Medicare Advantage Plan Conditional Payment Negotiation	\$500 each	Monthly
Provider Relations Specialist	\$98 per hour	Monthly
Information Systems:		
RMIS fee	\$Included for up to 3 users \$500 each add'l user	Annually until [contract is terminated] [all claims are closed]
Data conversion fee	N/A	One-time
Customized Reporting	\$95.00 per hour	Monthly
Data Feeds	N/A	Monthly
Risk Control:		
General	\$135 per hour	Monthly
Industrial hygiene services	\$140 per hour	Monthly
Special Projects	To be determined	As incurred
Claim Adjustment:		
Vocational Rehabilitation	\$98.00 per hour	Monthly
Claim Indexing	\$7.90 - \$13.10 per query depending upon search method and services	Monthly
Other:		
Administrative	\$4,000	Annually until [contract is terminated] [all claims are closed]
Bulk reporting services	N/A	Monthly
Subrogation specialist	15% of gross recovery	As recovered
Recover to Work	\$98.00 per hour	Monthly
Standard Data Extract (upon termination)	\$2,500	As incurred
OSHA reporting preparation services	\$10 per incident \$1,500 annual minimum	Monthly



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EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 03/26/2018 – Page 1 of 2



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: August 24, 2022

Michael M. [Signature]
Signature

STATE OF Pennsylvania
COUNTY OF Montgomery

President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24 day of August, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: personally known to me

Type of Identification

Notary Seal of Pennsylvania - Notary Seal
Darlene J. Lee, Notary Public
Montgomery County
My commission expires December 23, 2022
Commission number 1020491

Darlene J. Lee
Signature, Notary Public

Member, Pennsylvania Association of Notaries