



JOHNS EASTERN

Claim Adjusters & Third Party Administrators

ADDENDUM NUMBER XI

TO SERVICE CONTRACT FOR MULTIPLE LINES CLAIMS HANDLING

This is the Eleventh Addendum to the Agreement entered into between JOHNS EASTERN COMPANY, INC., hereinafter called the SERVICE AGENT, and CITY OF LAUDERHILL hereinafter called the CLIENT, dated the 16th day of January, 2008.

This Addendum affects the remuneration to be paid by the CLIENT to the SERVICE AGENT for the handling of claims with a date of loss prior to October 1, 2007 for the period of October 1, 2019 through September 30, 2020. All other terms of the original Contract remain unchanged.

The remuneration to be paid to the SERVICE AGENT under this Agreement by the CLIENT for workers' compensation claims handling and safety services during the term of this Agreement shall be as follows:

3. **Fund for Payment of Claims.** The Client has the sole obligation and responsibility for funding the payment of claims made by its employees under the Law and Rules. The Service Agent assumes no duty to fund any such claims at any time and shall have no obligation to advance funds for any such payment. The Client agrees to maintain all necessary funds for payment of claims in accordance with the Law and Rules and to inform the Service Agent of all relevant details with respect to any such accounts in order for the Service Agent to perform its duties under this Agreement. The Client shall add to or increase the amount in any such accounts as needed, and, in any event, within five (5) business days from the Service Agent's notice to the Client to such effect
4. **Allocated Claims Expenses.** Charges for services below are billed at negotiated rates for vendors selected by CLIENT/SERVICE AGENT unless otherwise outlined below. "Allocated Claims Expenses" shall be defined as expenses arising in connection with the settlement of claims, which shall be defined as expenses directly allocated to a particular claim to be discharged from the accounts funded by the CLIENT specified in Paragraph 3, including, but not limited to:
 - a. Attorneys' and legal assistants' fees for claim and any lawsuits, before and at trial, on appeal, or otherwise;
 - b. Court and other litigation and settlement expenses, including, without limitation:
 - (i) Medical examinations to determine extent of liability;
 - (ii) Expert medical and other testimony;
 - (iii) Laboratory, X-ray and other diagnostic tests;
 - (iv) Autopsy, surgical reviews, and other pathology services;
 - (v) Physician and related fees and expenses in reading, interpreting, or performing any of the foregoing tests or services;
 - (vi) Stenographer, process server, and other related trial preparation, trial, settlement, and court costs;

- (vii) Witnesses fees and expenses before and at trial, deposition, settlement discussions, or otherwise; and
- c. Fees and expenses for surveillance, private investigators, or otherwise,
- d. Fees for the indexing of injured claimants,
- e. Fees for any work done outside the office, including, but not limited to, field investigations necessary to determine compensability, liability, Special Disability Trust Fund or subrogation recoverability, claimant control, attendance at mediations, hearings and depositions, attendance at management meetings, attendance at medical consultations or hearings, appraisals, case management, recorded statements will be \$95.00 per hour, \$0.45 per mile, \$2.00 per color photograph, and administrative expenses. Fees for field work and overnight mail will be invoiced to the Client.
- f. Fees for telephonic medical management services will be \$375.00 per exposure.

Additional services can be provided at the rates indicated below:

- Pre-Certification In-Patient/Out-Patient	\$125.00/each
- On-Site Case Management	\$ 85.00/hour
- Peer Review	\$ 85.00/hour
- Hospital Bill Audit	35% of savings

- g. The Service Agent will review all medical bills and make appropriate reductions as required by Florida Statute 440. Fees for these services are \$6.95 per bill and 30% of savings over and above Fee Schedule.
- h. Fees for over-night or special mail service for various documents,
- i. Photocopying and/or CD-ROM copies, review of relevant documentation.
- j. Pre-Certification of Hospital Admissions, On-Site Case Management, Peer Review, Medical Care Audits, and Hospital Bill Audits.
- k. Medicare Set-Aside (MSA) services to include; recommendation for MSA submission, MSA cost projection, MSA submission, liability MSA services, comprehensive drug utilization review, lien search, conditional lien dispute, projection update.

5. **Compensation for the Service Agent:** For performing its services under this Agreement, the Service Agent shall be entitled to the following compensation:

- a. Fees for claims handling for the Client's Run-Off Program with dates of loss prior to October 1, 2007:

Workers' Compensation Indemnity	\$ 1,015.00.00/claim*
Auto/General Bodily Injury	\$ 641.00/exposure*
Property Damage	\$ 396.00/exposure*
Auto Physical Damage	\$ 199.00/exposure*
Errors & Omissions	\$ 925.00/exposure*
Professional Liability	\$ 925.00/exposure*

All Risk Building	\$ 641.00/exposure*
All Risk Contents	\$ 641.00/exposure*

*Per claim rate guaranteed for contract period, billing reflected annually.

- b. Medicare Reporting will be \$3,500.00 from October 1, 2019 through September 30, 2020.
- c. Fees for telephonic medical management services will be \$375.00 per exposure.
- d. Risk Management Information Services

Standard Reports - via email	Included
State Reporting - Claim; DWC4, DWC12 (Electronic Data Interchange)	Included
State Reporting - Underwriting; BSI17, BSI20	Included
Internet Access	Included
Training at our site or telephonic (Internet & Ad Hoc)	Included
Ad Hoc Report Library	\$1,000 setup (one-time charge) \$250.00 annual fee (per login & password)
Report Library & Access	\$1,500 setup (one-time charge)
Query Studio	\$400.00 annual fee (per login & password)

*Log in and passwords may be shared by multiple users.

IN WITNESS WHEREOF, the SERVICE AGENT and the CLIENT have each caused this Addendum to be executed by its duly authorized representative to be effective the 1st day of October 2019.

WITNESSES:

CITY OF LAUDERHILL

WITNESSES:

JOHNS EASTERN COMPANY, INC.

Beverly Adkins, AIC, AIM
Executive Vice President
Special Account Services