

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of October 1, 2024, between **DAVIES CLAIMS SOLUTIONS, L.L.C.**, formed in Delaware, with principal offices in Nashville, Tennessee, hereinafter referred to as “Davies”, and **THE CITY OF LAUDERHILL, FL**, with principal offices in Lauderhill, FL hereinafter referred to as “Client”.

WITNESS:

WHEREAS, “Davies” is in the claims service business; and

WHEREAS, “Client” desires to contract with “Davies” as its claims service company to service the Workers’ Compensation, Automobile Liability, General Liability, Law Enforcement Liability, Employment Practices Liability, Public Officials Liability claims and Property Liability of “Client’s” arising out of their facilities located in Lauderhill, FL.

NOW, THEREFORE, “Davies” and “Client” contract as follows:

“DAVIES” AGREES:

1. (a) To review all claims and/or losses reported during the term of this Contract which involve Workers’ Compensation, Automobile Liability, General Liability, Law Enforcement Liability, Employment Practices Liability, Public Officials Liability and Property Liability claims against “Client”.
- (b) To investigate, adjust, settle or resist all such losses and/or claims only with specific prior approval of “Client”.
- (c) To investigate, adjust, settle or resist all such losses and/or claims as are in excess of the agreed discretionary settlement authority limit only with specific prior approval of “Client”.
- (d) To report excess claims to “Client’s” excess carrier only if “Client” fulfills its obligations under “Client Agrees” Section, 4c.
2. To furnish all claim forms necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of “Client”. Such files are available for review by “Client” at any reasonable time, with notice.

4. To maintain adequate Automobile Liability, Errors and Omissions, Fidelity Bond, General Liability, and Workers' Compensation insurance coverage.
5. To indemnify, defend and hold harmless "Client" with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts or other negligence on the part of "Davies" and/or its employees, unless the complained of actions of "Davies" were taken at the specific direction of "Client".

"CLIENT" AGREES:

1. To make funds available that "Davies" may draw from at any time and from time to time for claim and/or loss payments and for associated allocated expenses only with specific prior approval of "Client".
2. To pay "Davies" fees in accordance with the Fee Schedule attached to this Contract.
3. To pay "Davies" within thirty (30) days of the effective date of all invoices. In the event "Davies" brings any action or proceeding to recover any part or all of an outstanding indebtedness, the prevailing party shall be entitled to attorney fees.
4. (a) To pay all Allocated Loss Expenses in addition to the claim service fee to be paid to "Davies" as prescribed in this Contract.
(b) "Allocated Loss Expenses" shall include but not be limited to attorneys' fees; experts' fees (i.e. engineering, physicians, chemists, etc. for which prior written approval to retain such experts and to incur such fees has first been obtained); fees for independent medical examinations; witnesses' fees; witnesses' travel expenses; court reporters' fees; transcript fees; the cost of obtaining public records; commercial photographers' fees; automobile appraisal or property appraisal fees; medical cost containment services, such as utilization review, provider bill audit, preadmission authorization, hospital bill audit, and medical case management; all outside expense items; extraordinary travel expenses incurred by "Davies" at the request of "Client"; and any other similar fees, cost or expenses associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of "Client".
(c) To provide "Davies" with complete copies of all excess policies which apply to the claims reported during the Contract period.

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5. To relinquish authority to "Davies" in all matters relating to claims service only with specific prior approval of "Client".
6. (a) In the event, "Davies", acting at the specific direction of "Client", becomes liable to any third party, "Client" agrees to indemnify, defend and hold "Davies" and/or its employees harmless. "Provided however, that "Client's" liability to "Davies" or any other party shall be limited as provided by Florida Statute 768.28 or any amendment thereto. Nothing contained in this agreement shall be deemed to be a waiver of sovereign immunity as provided in Florida Statute."
- (b) If "Davies" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts or other negligence on the part of "Davies", "Client" will assume the defense of the action on behalf of "Davies" and/or its employees and indemnify and hold "Davies" and/or its employees harmless from any judgment rendered as a result of such action.

"DAVIES" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:

1. The term of this Contract is continuous from its effective date for one (1) year. This Contract may be terminated by either "Davies" or "Client" with cause by providing sixty (60) days' prior written notice by certified mail.
In the event that this Contract terminates or expires for any reason "Client" shall have the option:
 - (i) to have "Davies" handle open files which have been reported for an additional fee based on our prevailing annual rate per file.
 - (ii) to have "Davies" return the files to the client with carrier approval.
2. This Contract covers Claim Service for "Client" in the United States of America.
3. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
4. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect, as if said invalid and unenforceable portion had not been included in this Contract.

5. This Contract shall be construed and interpreted in accordance with the laws of the state of Florida.
6. This Contract represents the entire understanding of "Davies" and "Client" and supersedes all prior oral and written communications between "Davies" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of "Davies" and "Client".
7. The failure or delay of either "Davies" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "Davies" or "Client" or operate to deprive either "Davies" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
8. To not employ a person who has been employed by the other party at any time during the term of this Contract unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of this Contract for a period of one (1) year.
9. During the term of this Contract, "Davies" will store closed files for a period of five (5) years from the date of closure, the date of the last payment of benefits, or the retention requirements of "Client's" carrier. The storage cost is included in the claims fee. After the five (5) year period, files will either be returned to "Client" or destroyed if permitted by law.
10. "Davies" will query and transmit information under MMSEA requirements to CMS.
11. "Davies" will follow the terms of "Client" provided Attachment A regarding Access to Public Records and Protection of Trade Secrets or Other Confidential Information.

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IN WITNESS WHEREOF, “Davies” and “Client” have caused this Contract to be executed by the person authorized to act in their respective names.

DAVIES CLAIMS SOLUTIONS, LLC

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

THE CITY OF LAUDERHILL, FL

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

**Davies Claims Solutions, LLC
City of Lauderhill
Life of Partnership Claims Handling
October 1, 2024, to September 30, 2025**

Service	Number of	Per Claim Fee	Total Fee
Workers' Compensation Claims			
Indemnity	10	\$1,335	\$13,350
Medical Only	40	\$181	\$7,240
Incident Only Claims	16	\$48	\$768
Liability Claims			
Auto Liability Bodily Injury	7	\$687	\$4,809
Auto Liability Property Damage	9	\$512	\$4,608
General Liability Bodily Injury	11	\$718	\$7,898
General Liability Property Damage	9	\$512	\$4,608
Sexual Misconduct/Police Prof/ Public Official/ Empl Practices Liability		\$790	----
Property- Buildings and Content		\$395(+appraisal)	\$ ----
Litigated Liability Claims		Base Fee + \$450	\$ ----
Total Claims Fee			\$43,281
On-Line Access (Two Users)			No Charge
Additional Users			\$60/User/Month
MMSEA – Annual Transmission Fees (includes query & submissions)			\$ 2,100
Systems Fee			\$ 2,500
Account Administration Fee	15% of claim fees		\$6,492
Total Minimum Fees			\$54,373

Claims will be handled for ***life of partnership*** with no additional per-claim fees. Fees are based on estimated claims volume. At the conclusion of the policy period, any claims that exceed the claim count stated above will be invoiced at the per-claim rate.

Litigated liability claims that stay open over 12 months will incur an additional fee of \$450. This fee will be assessed every 12 months the claim remains open.

Catastrophic Claims: Any event resulting in 10 or more claimants/suffixes will be treated as a catastrophe and billed the quoted per claim rate for the first 10 claimants/suffixes and any claim/suffix over 10 will be billed at a per claim rate of \$350 per claim.

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The claims fee also includes:

- New Claim Setup
- Client Meetings
- Account Management
- Excess Reporting
- State Reporting
- Storage fees
- Incident Reports

Medical Cost Management

Medical Bill Review	\$9.15 per bill
PPO Network	33% of Savings
Medical Case Management.....	\$250 per month

Subrogation Pursuit and Recovery

15% of Recovery

Allocated Expenses

Allocated expenses will be charged to the claim file and include fees for:

- Legal services
- State-mandated EDI
- Court reporters
- Professional photographs
- Official documents and transcripts
- Experts' / rehabilitation services
- Architects, contractors, engineers, chemists
- Police, fire, coroner, weather reports
- Accident reconstruction
- Subrogation collection cost payable to third party
- Extraordinary travel at client's request
- Medical records
- IMEs, MRIs, etc.
- Managed care
- Medical bill review
- Index Bureau reporting
- Outside investigation
- Surveillance
- Any other expense requiring client approval

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Additional Services and Fees

Client Claims Data Transmissions/Release	\$2,500 Per Release
Carrier Data Transmission	\$400 Per Release
Reports Produced by Client	No Charge
Customized Reports Produced by "Davies"	50 Per Copy
Customized Programming.....	T&E (\$180Hour

Claims Handling at Contract Conclusion

At the conclusion of the contract, the following options are available for continued handling of open claims:

- Annual per-claimant fee at "Davies" prevailing rates
- Claims returned to client

Workers' Compensation Claims Definitions

Medical Only Claims - Work-related claims that require medical treatment only and do not exceed \$2,500 in total payments.

Indemnity Claims - Work-related claims that involve disability benefits or medical only claims that require payment of medical and other expenses in excess of \$2,500.

Invoicing and Payment Terms

Fees will be invoiced at an agreed-upon interval during the calendar year. Fees are payable upon receipt of invoice

DAVIES CLAIMS SOLUTIONS, LLC

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

THE CITY OF LAUDERHILL, FL

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

ADDENDUM**11. RECORDS AND AUDIT****A. Access to Public Records**

(1) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract 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 public agency in a format that is compatible with the information technology systems of the public agency.

B. Protection of Trade Secrets or Other Confidential Information

(1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the CITY.

(2) If the CITY receives a public records request for contract-related materials designated by the Contractor as "confidential," the CITY will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the CITY will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the CITY is served with a request for discovery of contract-related materials designated "confidential," the CITY will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(4) The Contractor shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as

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“confidential.”

C. Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-730-3011, clerk@laudershill-fl.gov, 5581 W. OAKLAND PARK BLVD. LAUDERHILL, FL 33313.

Non-discrimination

Pursuant to Florida Statutes, Section 287.05701, the City of Lauderhill will not request documentation of or consider “Davies” social, political, or ideological interests regarding this Agreement or the services being provided in accordance therewith.

Limitation of Liability for Breach of Contract by Davies

Pursuant to Florida Statutes, Section 287.05, for all claims against “Davies” under any contract or purchase order, and regardless of the basis on which the claim is made, “Davies” liability for direct damages under an Agreement or purchase order shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by “Davies” under the purchase order. The limitation of liability contemplated herein does not apply to any claim arising under an indemnity section of this Agreement or any section of the Agreement relating to Insurance for the provision of Professional Services as defined in 287.055 Florida Statutes, unless otherwise agreed to in writing between the parties to the contract. Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires “Davies” to backup or retain or store data or records), even if the party has been advise that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY may, in addition to other remedies available to them at law or in equity and upon notice to “Davies,” retain such monies from amounts due to “Davies” as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The CITY may set off any liability or other obligation of “Davies” or its affiliates to the CITY against any payments due “Davies” under any contract within the CITY.

HUMAN TRAFFICKING/COERCED LABOR. The undersigned duly authorized legal officer or representative of "Davies", in accordance with Florida Statutes, Section 787.06(13), hereby attests and represents under penalty of perjury that "Davies" does not use coercion for labor or services.