



**School Board of Leon County, Florida
District Term Contract
DTC-26-1002**

**Third-Party Administrator (TPA) for the Self-Funded Liability,
and Workers' Compensation Programs**

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and Davies Claims North America, Inc. with offices located at 6015 Resource Lane, Lakewood Ranch, FL 34202. The District and Contractor are collectively referred to herein as "Parties" and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract unless otherwise defined here.

The Contractor responded to the District's Invitation to Negotiate (ITN) 268-2025, Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs. The District has accepted the Contractor's Best and Final Offer (BAFO) and enters into this Contract in accordance with the terms and conditions of ITN 268-2025, Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

I. Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in ITN 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs, and all Addenda which are referenced and incorporated herein. The vendor's BAFO is attached as Exhibit B.

II. Contract Term

The initial term of the Contract is for three (3) years. The initial Contract term shall begin on April 8, 2025, or on the last date on which it is signed by all Parties, whichever is later.

III. Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years or portions thereof, upon mutual agreement of the Parties as set forth in the Contract.

IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: ITN 268-2025, Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs including all Addenda;
- b) Exhibit B: Davies Claims North America, Inc. Best and Final Offer; and
- c) Exhibit C: Davies Claims North America, Inc. ITN Reply.

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) Exhibit A: ITN 268-2025, Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs including all Addenda;
- c) Exhibit B: Davies Claims North America, Inc. Best, and Final Offer; and
- d) Exhibit C: Davies Claims North America, Inc. ITN Reply.

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract, that alter the definition of the services, shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

VI. Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

VII. Contract Management

The District employee who is primarily responsible for maintaining the Contract Administration file is:

Jennifer Smith, Coordinator
Purchasing and Contract Administration
Leon County Schools
3397 W. Tharpe St.
Tallahassee, FL 32303
Phone: (850) 488-1206
Email: smithj9@leonschools.net

The District's Contract Manager is:

Tod Stupski, Director
Risk Management
Leon County Schools
725 S. Calhoun St.
Tallahassee, Florida 32301
850-561-8357
stupskit@leonschools.net

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Beverly Adkins, President
Davies Claims North America, Inc.
6015 Resource Lane, Lakewood Ranch, FL 34202
(866) 784-0583
beverly.adkins@us.davies-group.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager or designee if a new employee is designated as the contact person for this Contract.

VIII. Termination

A. Termination for Convenience

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District chooses to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor to cure a breach (e.g. instances of egregious Contractor conduct or other Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

D. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

E. Contract Termination Requirements

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager or designee, enter into written subcontract(s) for the performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period because of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

XII. Additions/Deletions

During the term of the Contract, the District reserves the right to add or delete the number of commodities or services when considered to be in its best interest. Pricing shall be comparable to the amounts awarded.

XIII. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board 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 Florida Statute; (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 for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

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:

**Leon County Schools
ATTN: Julie Jernigan
2757 West Pensacola Street
Tallahassee, Florida 32304
Telephone: (850) 487-7177
Email: jerniganj@leonschools.net**

B. Disputes

Any dispute concerning the performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Purchasing Director or designee. The District's Purchasing Director, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers, and the District's Contract Administrator.

C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum, this coverage shall include general liability coverage no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28, F.S.

E. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

F. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

G. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the

resulting Contract exceeds \$1,000,000.00 in total (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

CONTRACTOR:

Davies Claims North America, Inc.



Authorized Representative

President

Title

04/08/2025


Date

SCHOOL BOARD OF LEON COUNTY, FL



Laurie Lawson Cox, Board Chair

4/8/2025
Date



Rocky Hanna, Superintendent

4/8/2025
Date

Exhibit A



Invitation to Negotiate (ITN)

Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
purchasing@leonschools.net

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs ITN 268-2025

ITN Released: December 18, 2024

Deadline for Questions*: January 9, 2025

Replies Due*: 2:00 p.m. on January 28, 2025

Jennifer Smith

Procurement Officer

**Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)*

ITN Timeline

ITN Process Steps	Date and Time	Location (if applicable)
Release of ITN	December 18, 2024	District Website https://www.leonschools.net/Page/4411
Written Questions Due	January 9, 2025	Submit to: Jennifer Smith, Procurement Officer Subject: ITN 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	January 16, 2025	District Website https://www.leonschools.net/Page/4411
Sealed Replies Due and Opened	January 28, 2025	Submit to: Leon County Schools Purchasing Department Attn: Jennifer Smith, Procurement Officer ITN: 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs 3397 W. Tharpe Street Tallahassee, FL 32303* <i>*Also the location for the Reply Opening</i>
Evaluation Team Meeting	January 30, 2025	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Negotiations	February, 2025	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Negotiation Team Meeting	March 5, 2025	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at https://www.leonschools.net/Page/4411 .
Anticipated Date the District will Advertise its Notice of Board Decision	March 18, 2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com

Table of Contents

ITN Timeline	2
SECTION 1: Key Information	6
1.1 Quick Facts.....	6
1.2 Respondent Qualifications.....	6
1.3 How to Contact Us (Procurement Rules and Information)	6
1.4 Developing Your Reply.....	7
1.5 Submitting Your Reply	8
1.6 Reply Opening.....	9
1.7 Disposition of Replies	9
1.8 Changes to the ITN	10
1.9 Protest Procedures	10
SECTION 2: Scope of Work.....	11
2.1 Background.....	11
2.2 Procurement Overview.....	11
2.3 Contract Term.....	11
2.4 Compensation.....	12
2.5 Goals and Objectives	12
2.6 Scope of Work.....	12
2.7 Obligations Not Terminated by the Contract Period.....	20
2.8 Negotiated Items	20
2.9 Performance Guarantees.....	20
2.10 Performance Monitoring	21
SECTION 3: Procurement Rules and Information	23
3.1 Contents and Format of Reply Submittals.....	23
3.2 Contents and Format of Cost Reply Submittals.....	26
3.3 Reply Evaluation and Negotiation Process	27
3.4 Advertising Notice of Board Decision	31
3.5 No Prior Involvement and Conflicts of Interest	31
3.6 Confidentiality, Proprietary, or Trade Secret Material.....	32
3.7 Small Business Enterprise	32
3.8 Local Purchasing Preference.....	32
SECTION 4: Contract Terms and Conditions.....	33
4.1 Contract Modifications	33

4.2	Use by Other Public Agencies	33
4.3	Travel Expenses	33
4.4	E-Verify	33
4.5	Subcontracts	34
4.6	Background Screening Requirements/Jessica Lunsford Act.....	34
4.7	Insurance Requirements.....	35
4.8	Copyrights, Right to Data, Patents, and Royalties	37
4.9	Independent Contractor Status	37
4.10	Contact with Students	38
4.11	Assignment	38
4.12	Force Majeure.....	38
4.13	Severability	38
4.14	Reservation of Rights	38
4.15	Americans with Disabilities Act	38
4.16	Employment of District Personnel.....	38
4.17	Legal Requirements	39
4.18	Conflict of Law and Controlling Provisions	39
4.19	Default	39
4.20	Termination	39
4.21	Public Records.....	40
4.22	Indemnification.....	41
4.23	No Waiver of Sovereign Immunity	41
4.24	Disputes	41
4.25	Federal Terms and Conditions	41
4.26	Anti-Discrimination	44
4.27	Discriminatory Vendor List	44
4.28	Public Entity Crime & Convicted Vendor List.....	45
4.29	Scrutinized Companies Certification.....	45
4.30	Contracting with Entities of Foreign Countries	45
4.31	Vendor Interests	45
SECTION 5: Definitions		47
Attachment I.....		48
Attachment II.....		49
Attachment III.....		51

Attachment IV	52
Attachment V	53
Attachment VI	57
Attachment VII	58
Attachment VIII	59
Attachment IX.....	60
Attachment X.....	62
Attachment XI.....	65

[The remainder of this page is purposefully blank]

SECTION 1: Key Information



1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed Replies from interested, available, and qualified firms to obtain Third-Party Administration (TPA) services for the District’s Liability and Worker’s Compensation Programs.

- a. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Respondent Qualifications

Respondents shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. The Respondent shall have a minimum of three (3) years experience within the last five (5) as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker’s Compensation programs for commercial or governmental customers of the same nature as those sought by the District.
- b. The Respondent shall have experience administering a Worker's Compensation program for a least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.
- c. The Respondent shall have experience administering a Third-Party Liability program for at least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN must be made in writing via email to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN or persons acting on their behalf may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Reply.
- d. Any person requiring special accommodations responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing,

deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

e. The District's Procurement Officer

Name: Jennifer Smith, Procurement Officer

Purchasing Department

Leon County Schools

397 W. Tharpe Street

Tallahassee, FL 32303

Telephone: (850) 488-1206

Email: purchasing@leonschools.net

- f. The Respondent shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITN. Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent.



1.4 Developing Your Reply

- a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Respondents should take the time to read and understand the ITN. In particular, they should:
 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
- d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.
- e. Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation.
- f. Respondents must use Attachment I (Cost Reply Form) to submit pricing. Respondents shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITN.
- g. **Respondents should thoroughly review their Reply before submission to ensure the Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.**
- h. The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.

-
- j. The District may reject any and all Replies that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Reply rejected for failure to meet these requirements will not be evaluated further:
1. The Respondent's Reply shall demonstrate that it is duly licensed in the State of Florida and has a minimum of three (3) years within the last five (5) years as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's Compensation programs for commercial or governmental customers of the same nature as those sought by the District.
 2. The Respondent's Reply shall demonstrate experience administering a Worker's Compensation program for a least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.
 3. The Respondent's Reply shall demonstrate experience administering a Third-Party Liability program for at least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.
 4. The Respondent must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.), Section 218.39, Florida Statutes, (F.S.) as defined in Chapter 10.800, Rules of the Auditor General; and
 5. The Respondent shall complete and submit Attachment I, Cost Reply Form, Attachment II, Required Provisions Certification, Attachment III, Notice of Conflict of Interest, Attachment IV, Respondent Contact Information, and Attachment V, Respondents' References.
-



1.5 Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the ITN number and the date and time of the Reply opening clearly marked on the sealed envelope or packaging. Respondents may submit their Replies by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Replies submitted via email or fax.**
 - b. Respondents must mail or otherwise deliver their Replies to the following address:
Leon County Schools
Purchasing Department
ITN 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs
Attn: Jennifer Smith, Procurement Officer
3397 W. Tharpe Street
Tallahassee, FL 32303
 - c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the Reply opening. **Late Replies will not be accepted.**
 - d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
-

-
- e. Submit one (1) signed, original Technical Reply, five (5) additional hardcopies, and five (5) electronic copies of the Technical Reply in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original Technical Reply will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
 - f. Submit one (1) signed, original Cost Reply (Attachment I), three (3) additional hard copies, and one (1) electronic copy of the Cost Reply in searchable PDF format on an electronic storage device or flash drive (not password-protected). The original Cost Reply will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
 - g. The signed original Replies shall be clearly marked as “Original,” and the hardcopies shall be numbered one (1) through five (5).
 - h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format (in addition to the non-redacted version) as outlined in Section 3.6.
 - i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.
-



1.6 Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
 - b. District staff are not responsible for the inadvertent opening of a Reply that is improperly sealed, addressed, or not correctly identified with the ITN number.
 - c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents.
-



1.7 Disposition of Replies

- a. The District reserves the right to withdraw this ITN at any time, and by doing so, it assumes no liability to any Respondent.
 - b. The District reserves the right to reject any Replies received in Reply to this ITN.
 - c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
 - d. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in Reply to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.
-



1.8 Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.



1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

[The remainder of this page is purposefully blank]

SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for the higher grade levels.

2.2 Procurement Overview

The Leon County School Board is a state-qualified Self Insurer. The School Board is self-insured for both the Workers' Compensation and Third-Party Liability program.

Third-Party Liability claims include general liability, automobile liability, and physical damage including subrogation, public officials' liability, and employment practices claims. Smaller property damage and liability claims are usually adjusted in-house.

Excess loss insurance is maintained with Risk Management Associates, Inc., 300 North Beach Street, Daytona Beach, FL 32114. The program design focuses on high deductible insurance covering property, general liability employee benefits liability, automobile liability, public official's errors and omissions liability, and workers' compensation. The School Board's self-insured retention ranges from \$25,000 to \$500,000.

The District intends to provide both equitable and efficient service in processing every claim presented to us. The District controls costs by aggressively managing claims. The Risk Management staff actively participates in investigations, depositions, hearings, and trials. The School Board believes that a cooperative effort between the Risk Management Department and the third-party administrator is the most cost-effective way to manage claims. The scope of work outlined in this ITN establishes the minimum requirements to be provided by the Awarded Contractor (awarded TPA).

2.3 Contract Term

The expected Contract terms and options to renew are:

Description	Time Period
The initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years
Contract Extension (if needed)	180 Days or portions thereof

2.4 Compensation

The District is seeking a solution that will provide the best value to the District. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment I, Cost Reply, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining the best value. Vendors must provide the Cost Reply per the instructions in Section 3.2.

To ensure the District obtains services at the best value, the Board reserves the right to consider alternate pricing models or service offerings during the negotiation phase of the ITN process. A Vendor may propose innovative solutions or alternate pricing models in TAB F of their Reply.

2.5 Goals and Objectives

- a. To establish a cost-efficient contract that provides high-quality claims administration for the Districts' workers' compensation and liability programs.
- b. To determine the combination of services, and pricing terms preferred by the District, and anticipated to provide the best overall value;
- c. Use various pricing guarantee methodologies and amounts at risk to ensure continued price competition throughout the initial and renewal years of the contract;
- d. To leverage and require vendor's commitment to more favorable claims administration; and
- e. To ensure the best value for the District to include TPA fees and minimum loss ratios.

2.6 Scope of Work

The services will include, but are not limited to the following:

- a. Administrative Services;
- b. Settlement Consultation;
- c. Litigation Management;
- d. Banking Procedures;
- e. Loss Fund Reconciliation;
- f. Workers' Compensation Claims Services;
- g. Workers' Compensation First Notice of Injury Services;
- h. Workers' Compensation Network Access Services;
- i. Workers' Compensation Medical Bill Review, Cost Containment and Audit Services;
- j. Workers' Compensation Pharmaceutical Benefit Management Services;
- k. Third- Party Liability Claims Services;
- l. District Administered Claim Services;
- m. First Party Claims Services; and
- n. Loss Statistic Services.

2.6.1 Administrative Services

- a. By state-mandated time frames, prepare (with the District's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
- b. By state-mandated time frames, prepare, maintain, and file all records and reports as may be required by authorities (state, local, and federal).
- c. Prepare, maintain, and file statistical or other records and reports as required by the District's excess insurers. Report claims to the District's excess insurer(s) by the requirements of the excess insurer(s). Provide a copy of the reports to the District. Follow specific written investigation procedures for any case for which the Excess Workers' Compensation Insurer and/or Excess Liability Insurer requires specific notification or investigation.
- d. By state-mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus and, as applicable, Medicare Secondary Payor, or other appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.
- e. Comply fully with all rules, regulations, guidelines, or procedures established by the District, and the State of Florida, including EDI, and Medicare Secondary Payor requirements.
- f. Prepare a disaster Reply plan, to ensure that in the event of an emergency, e.g.; a hurricane, how awarded the Contractor's services will continue, the District's employees will be paid indemnity payments promptly, and how they will be instructed on obtaining medical care.
- g. Assist the District with its Return to Work program, including identifying return-to-work opportunities.

2.6.2 Settlement Consultation

- a. All proposed settlements must be approved or within previous written guidelines by the District prior to the initiation of settlement discussions with the claimant or the claimant's attorney. A written settlement advisory may be required prior to the start of any settlement negotiations.
- b. At the discretion of the District regular conferences shall be held (either telephonic or in-person) between representatives of awarded TPA, the District and the District assigned Attorney to discuss the status of pending or proposed settlements of claims.
- c. If requested, the settlement Reply shall be in written form, and shall provide specific information relative to the basis for the proposed settlement, which must include, but may not necessarily be limited to, the following:
 - d. Fact scenario, including a detailed description of the accident;
 - e. Investigation summary;
 - f. Documented damages/injuries;
 - g. Statutory requirements relative to the settlement, including any applicable case law; and
 - h. Calculations on which the settlement recommendations are based.

2.6.3 Litigation Management

- a. Defense counsel will be a board-assigned counsel.
- b. If requested, the adjuster must conduct a litigation planning session with defense counsel in order to develop a strategy for the management of the claim in the most efficient and economical way. The adjuster must work closely with Board assigned counsel to attend hearings, depositions and other proceedings when requested by the Risk Management Department. During the planning session, with defense counsel, the adjuster must address the following subjects:
 - i. Case Management Goal;
 - ii. Should the case be settled;
 - iii. Should the case be defended;
 - iv. What additional facts are needed;
 - v. The investigation to be conducted by the adjuster including target dates;
 - vi. Activity to be conducted by defense counsel including target dates;
 - vii. Expense Estimates to include:
 - Pleadings
 - Depositions
 - Trial Preparation
 - Subject Matter experts
 - viii. Billings should be itemized on a per claim basis, by date, activity, hourly rate, and time. They should be forwarded to the adjuster monthly. The adjuster must review each bill for accuracy;
 - ix. If the case is in litigation, any additional investigation/discovery that can be completed by the adjuster, shall be completed by the adjuster, and not by the defense attorney and/or his/her staff. Discussions with the attorney regarding additional investigation needs shall be documented within the claim file, and specific steps to be taken by the claim staff shall be noted and followed, with copies sent to the District. The following information shall be included:
 - Evaluation of compensability/liability
 - An analysis of applicable case law
 - Consideration of mitigating or aggravating circumstances: Once suit is filed, regular contact shall be made with defense counsel on an agreed upon schedule, with all correspondence sent to the District.

2.6.4 Banking Procedures

The TPA must utilize the current and future financial institution "Designated Bank" that the District uses for services under this agreement. The TPA must provide the following minimum services and agree to the following minimum conditions relating to claims payments and related banking arrangements:

- a. The TPA will pay the District's claims expenses by means of checks issued on a designated claims payment account established and funded by the District.
- b. The TPA will be responsible for the administration of the Designated Account, including, but not limited to, performance of monthly bank reconciliations and related activities.
- c. The District will pay all customary bank service fees on the Designated Account.
- d. The TPA will assume liability for unauthorized or improper transactions on the Designated Account including errors, fraud, forgeries, fraudulent checks, e-checks, unauthorized debits or credits, and claims by third parties who are a holder in due course as described in the Uniform Commercial Code, and reimburse the District for all banking fees, charges, fines, and other losses related to such improper activity on the Designated Account.
- e. The TPA will provide a draft register of Designated Account claims bank activity to the District on a daily, weekly, or monthly frequency as elected by the District for the District's approval to release claim payment checks.
- f. The TPA will provide a "checks issued and voided file" to the Designated Bank and/or District for each check register prior to release of any checks for the purpose of utilizing fraud prevention tools such as "Positive Pay." The format of the file shall be developed in collaboration with the District and the Designated Bank.
- g. The TPA will be provided limited on-line access, if available, to the Designated Account for the purpose of adding and canceling issues (handwritten re-issues and voids).
- h. The TPA will take appropriate action to review and clear checks outstanding more than ninety (90) days on the Designated Account including, but not limited to, notification to the payee.
- i. The TPA will provide a report of checks outstanding at December 31 each year by January 31 of the subsequent year to the District. The report must contain sufficient information to comply with unclaimed or abandoned property laws, Chapter 717, F.S.
- j. The District will provide a bank account specification sheet for the Designated Account to the TPA.
- k. The District must review and approve the form of checks to be issued by the TPA.

2.6.5 Loss Fund Reconciliation

The District will establish a separate loss fund impress account for the payment of claims and claims adjustment expenses as provided by Florida Statute, Section 136.091. The loss fund will be periodically reimbursed by the District on the basis of the amount of claims actually paid during a given period. The bank account will be at a bank chosen by the District and will be titled (TPA'S name) as agent for the District. The TPA will be required to provide data on loss fund disbursements.

2.6.6 Worker's Compensation Claims Services

TPA is required to provide the following claims services:

- a. Establish reporting procedures which are compatible with the needs and organizational structure of the District.

- b. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients pre-printed thereon.
- c. Provide customer toll-free phone line for employees.
- d. Prepare and follow service instructions that have been approved by the District in the handling of the District's claims.
- e. Conduct such investigation into the specifics of each individual report of employee injury as in the exercise of professional judgment would seem necessary. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the injured worker's supervisors.
- f. The District may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.
- g. The District may select specific vendors and develop pricing schedules for outside professional services.
- h. The TPA must be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and have the ability to adhere to any set pricing schedules.
- i. The TPA must agree to work collaboratively with these outside professionals.
- j. Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.
- k. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
- l. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file note within forty-eight (48) hours after the hearing, deposition, mediation or other proceeding.
- m. At the request of the District, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the District's representative.
- n. While working in conjunction with the District assigned counsel, aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of the District.
- o. Periodically as appropriate, the TPS shall review all open cases in order to assist in the handling and potential settlement of the cases. Such reviews shall include a written plan of action and review and verification of outstanding reserves. A written summary of the review shall be provided by the TPA to the District within ten working days after the end of the period for which the report is being made.
- p. Aid in communications/coordination with the District's safety staff as necessary including providing claims data needed to target safety, prevention and loss reduction initiatives.
- q. Conduct adequate, timely and complete 48 hour contact investigation of claims regardless of exposure (24 hours from when first notice is given to TPA).
- r. Develop and follow appropriate written policies when:
 - i. The injured employee requests a second opinion,

- ii. Medical evaluation is questioned, or
- iii. Grievance report is filed.
- s. Subject to the direction of the District, handle, as appropriate, the scheduling of independent medical examinations
- t. Follow all provisions of Florida Statute in regard to medical benefit entitlement and administration.

2.6.7 Worker's Compensation First Notice of Injury Services

TPA is required to provide the following First Notice of Injury services:

- a. Provide twenty-four (24) hour telephonic and internet based claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. TPA must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the District.
- b. Receive and examine on behalf of the District 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 District, provide immediate referral to specialty medical providers for injuries.
- c. Coordinate data between first report of injury and claims administration system.
- d. The on-line claim security shall permit on-line input of accident reports by District staff.

2.6.8 Worker's Compensation Network Access Services

TPA is required to provide the following network access or Physicians that accept Worker's Compensation patients, and development services:

- a. Provide the District access to a provider network, or Physicians that treat injured workers, that contains appropriate providers. The District is interested in working with the Respondent to assure that high quality providers, particularly in key specialties, are encouraged to participate in the network and who contractually agree to preferred appointment setting criteria, reporting and standards to best address the medical and rehabilitative needs of the District's injured employees. Key specialties include internists, orthopaedics, neurology, neurosurgery, occupational medicine, pulmonology, Infectious disease, ear/nose/throat, allergists, psychiatry and psychology.
- b. Assist the District in the development of a custom panel of key providers, particularly in key specialties.
- c. Provide reporting regarding network access, provider costs and outcomes.

2.6.9 Worker's Compensation Medical Bill Review, Cost Containment and Audit Services

TPA is required to provide the following medical bill review and audit services:

- a. Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:
 - i. Duplicate billings;
 - ii. Unbundling of charges;

- iii. Upcoding of charges; and
 - iv. Approval and appropriate precertification.
- b. Review all medical bills that:
 - i. Are not subject to fee schedule coding;
 - ii. Are for services not specifically addressed in the fee schedule;
 - iii. Need an in-depth medical interpretation of the rules and regulations; and
 - iv. In the exercise of professional judgment, specifically warrant review.
- c. Process, pay and mail bills within State of Florida guidelines.
- d. Apply appropriate network discounts.
- e. Reimburse the District for any overpayments made in the bill review process, within thirty (30) days of identification of overpayment.
- f. Medical Auditing Services:
 - i. Audit all in-network and out-network hospital/provider bills exceeding five-thousand (\$5,000.00) dollars.
 - ii. Develop and follow written policies on how late charges, no show charges and special payment arrangements are to be handled.
- g. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to medical providers.
- h. Develop and follow written grievance procedures for provider concerns.
- i. Provide medical cost containment strategies.

2.6.10 Worker's Compensation Pharmaceutical Management Services

The TPA shall provide details regarding its recommended prescription benefit management (PBM) vendor services. Such details shall include information regarding the PBM's network access, utilization review services, provider penetration guarantees and coordination of claims data and reporting. The District reserves the right to direct TPA to use another PBM vendor.

2.6.11 Third Party Liability Claims Services

TPA is required to provide the following claims services:

- a. Establish reporting procedures which are compatible with the needs and organizational structure of the District.
- b. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients pre-printed thereon.
- c. Be available on a twenty-four (24) hour basis, and provide immediate Reply to claims investigation requests through use of email or cellular telephones.
- d. Prepare and follow service instructions that have been approved by the District in the handling of the District's claims and catastrophe claims.
- e. Provide proper investigation of third-party claims as directed by the District.

- f. Conduct such investigation as in the exercise of professional judgment would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.
- g. The District may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.
- h. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
- i. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the District shall provide a written report to the District within ten working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide an oral report to the District within ten working days after the hearing, deposition, mediation or other proceeding.
- j. Pay in a timely fashion all claims and expenses pertaining to the District's claims.
- k. At the request of the District, provide a complete copy of all files involving litigation, potential or actual subrogation.
- l. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of the District. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the District for Automobile Physical Damage losses.
- m. Periodically as appropriate, but at least every six (6) months, review all open cases in order to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to the District within ten (10) working days after the end of the period for which the report is being made.

2.6.12 First Party Claims Services

TPA is required to make available, on an as needed basis, First Party Claims services to include assistance with automobile physical damage claims and also assistance with claims involving physical damage to property other than automobiles. Such First Party Claims services shall be provided solely at the request of the District.

2.6.13 Loss Statistic Services

- a. The TPA is required to provide the District with the ability to access comprehensive on-line, real-time electronic claim information data, including reporting capabilities, at no additional cost to the District.
- b. The TPA is required to provide the District with the ability to download and print regular reports, as agreed upon by the parties, in such a format as is acceptable to the District.
- c. The TPA shall provide the District with real-time electronic access to all claim files, including all adjuster notes, supervisory notes, case management notes, diary items, payment records, medical bills and expense bills. Respondents should detail how this access to claim files will be provided. The Reply evaluation process may include review of the adequacy of proposed systems. The District shall be entitled to appoint up to thirty (30) designees to obtain full access to all District claim information in TPA's electronic claims management system for no additional charge.

- d. The TPA shall provide District employees passwords in order to give them access to TPA's electronic claims management system for the purposes of entering claims information. There shall be no limit to the number of passwords provided for this purpose.

2.7 Obligations Not Terminated by the Contract Period

- a. The Awarded TPA shall be required to provide service on all claims occurring during the contract period and until six (6) months after the termination of the contract (including renewals, extensions, or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The Respondent's proposed fee shall include the full consideration for such continuing obligations, and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.
- b. The Awarded TPA shall be required to cooperate and facilitate any transition of services that may be required as a result of this contract award.

2.8 Negotiated Items

- a. Any item not outlined in the Scope of Services may be subject to negotiations between the District and the successful Respondent.
- b. After award of this Reply the District reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- c. At contract renewal time(s) or in the event of significant industry wide market changes, the District may negotiate justified adjustments such as price, terms, etc., to this contract if the District, in its sole judgment, considers such adjustments to be in the best interest of the District.

2.9 Performance Guarantees

TPA shall comply with the Performance Guarantees as detailed below.

- a. TPA shall submit Performance Guarantee Reports detailing compliance with all agreed upon Performance Guarantees and applicable percentages on an annual basis, and must be submitted as of the end of the District's fiscal year.
- b. The liquidated damages resulting for failure to meet the agreed upon Performance Guarantee percentages will result in a \$1,500 reimbursement to the District for every full percentage point and \$150 for each tenth of a percentage point below the compliance benchmark. The TPA will make full payment to the District within 90 days of the submission of the Performance Guarantee Report to the District.
- c. The District has identified the following specific areas for the TPA to guarantee performance for Worker's Compensation Claims.
 - i. Claims must be assigned to an adjuster within 24 hours of the claim being electronically reported.
 - ii. The District must be notified at least fourteen (14) days prior to adjuster replacements.
 - iii. If requested, Subrogation evaluation is completed on every claim reported within fourteen (14) calendar days.
 - iv. Attempted contact with the claimant within forty-eight (48) hours of claim assignment on all medical and lost time claims.

- v. If requested, each open claim file will include a detailed plan of action. The plan of action will be written within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.
- vi. Reserve evaluations will be completed within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.
- vii. Authorization and appointment set for appropriate medical care, such as specialist referral and diagnostic test referral, within three (3) business days of request.
- viii. Adjuster and supervisor diaries must be maintained and checked as follows:
 - 1. Worker's compensation claims; adjusters every thirty (30) calendar days,
 - 2. Supervisors every sixty (60) calendar days.
- d. The District has identified the following specific areas for the TPA to perform for Liability Claims.
 - i. Claim must be assigned to an adjuster within twenty-four (24) hours of an e-mail from Risk Management.
 - ii. Supplementary claims information, photographs, and other related claims materials are to be placed in the correct claim file within seven (7) working days.
 - iii. Reserve evaluations will be completed within five (5) working days after claim assignment and reviewed every ninety (90) days.
 - iv. Each claim file may include a detailed plan of action. The plan of action will be written within fourteen (14) days of the claim assignment and will be updated, at a minimum, every ninety (90) calendar days.
 - v. Invoices and settlement payments will be processed within seven (7) days of receipt.
 - vi. Responses to Pre Settlement Notices must be completed within thirty (30) days.

2.10 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Successful Respondent(s) performance under the Contract and in determining compliance with Contract terms and conditions.

- a. On-site reviews of work performed;
- b. Documentation/review of timely Reply to work requests;
- c. Documentation/review of timely completion of work as assigned; and
- d. Documentation/review of invoices

The Contract Manager will provide a written monitoring report to the Successful Respondent within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Successful Respondent(s) the opportunity for correction, where feasible.

Within ten calendar days of receipt of the District's written monitoring report, the Successful Respondent shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in Reply to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the

Successful Respondent. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing. The Successful Respondent shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

Any Contractor that has documented non-compliance issues without resolution one or more times may have their contract cancelled due to non-performance. Contract cancellation will be at the sole discretion of the District.

[The remainder of this page is purposefully blank]

SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB, or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

a. TAB A: Respondents Profile and Submittal Letter – (Weighted Value 5)

1. Submittal Letter

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN.

2. Executive Summary

Submit a brief executive summary stating the Respondent's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the ITN including:

- a. A brief history of the business;
- b. Organizational structure of the business;
- c. Designation of the legal entity by which the business operates, i.e. sole proprietorship, LLC, corporation;
- d. Ownership interests;
- e. Active business venues (counties, states, etc.);
- f. Present status and projected direction of business;
- g. Provide a copy of the appropriate Business Tax Receipt for the jurisdiction in which the permanent business location resides. If the jurisdiction in which the business resides does not issue a Business Tax Receipt indicate such.
- h. Provide evidence of required insurance coverage as specified in Section 4.7, and
- i. Federal Employer Identification Number (FEIN) of the firm.

3. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

b. Tab B: Prior Work Experience (Weighted Value 15)

1. Narrative/Record of Past Experience

- a. As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the awarded Contractor(s) shall have a minimum of three (3) years within the last five (5) years as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's

Compensation programs for commercial or governmental customers of the same nature as those sought by the District. The details of the Respondent's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Respondent shall include the following:

- (i) A description of experience providing services similar in nature to the services sought in this ITN;
- (ii) The specific length of time the Respondent has provided similar services, and where services were provided;
- (iii) A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- (iv) A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- (v) A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.
- (vi) Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years. Respondents shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.
- (vii) Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

c. TAB C Description of Solution (Weighted Value – 25)

1. The Respondent shall describe the following:

- a. Its understanding of the District's goals and objectives of this ITN;
- b. Its proposed program design;
- c. How its recommended approach will meet the ITN's goals and objectives;
- d. Any risks or challenges it recognizes related to the District's goals or requirements;
- e. How it will ensure quality services are provided while ensuring costs are managed appropriately;
- f. Its approach differentiators; and

g. Why its solution represents the best value for the District.

2. Subcontractor Information

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3. Staffing Plan

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide the resume(s) and background information of the staff that will be assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.

d. TAB D: Service Area Detail (Weighted Value – 25)

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District at no additional cost.

e. TAB E: Additional Ideas for Improvement, Innovation, and Cost Reduction (Weighted Value – 15)

In TAB E of its Reply, each Respondent is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for services that are not specifically addressed in TABs B – D but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring.

f. Tab F: References (Weighted Value – 15)

Respondents shall provide at least three (3), but not more than five (5), references from commercial or governmental agencies for whom the Respondent has provided services of the same nature as those sought by the District. References should reflect current or recent experience and must support the experience requirements of this ITN. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

Each reference shall be completed and signed by the individual offering the reference and certified by a notary public, using Attachment V, Respondent's Reference Form. Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

The District reserves the right to contact reference sources listed or previous clients not listed in the Respondent's Reply.

g. TAB G: Required Forms

Respondents shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
2. Completed Application for Vendor Status*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Vendor Contact Information
5. Attachment V, Respondent's Reference Form
6. Attachment VI, Local Preference Affidavit (if applicable)
7. Attachment VII, Subcontracting Form (if applicable)
8. Attachment VIII, Drug-Free Workplace Certification (if applicable)
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying
11. Attachment XI, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

***Please note if the Vendor is already registered with the District, it does not need to submit another application.**

3.2 Contents and Format of Cost Reply Submittals

Each Respondent shall complete and submit Attachment I, Cost Reply, indicating pricing for the Contract's initial and renewal terms. The Cost Reply shall NOT be included in the Respondent's Technical Reply. The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. The inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 of this ITN. The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

- a. The Cost Reply should include a list of all charges under the proposed contract. Charges should be in the format provided to allow the District to compute aggregate fees and expenses under the current volume of claims.
- b. The description should clearly define the scope of the fee and charge, and if necessary, define terms to avoid any uncertainty in calculating fees.

- c. Respondent should not include any charges for a report-only claim or filing an incident report. A report-only claim or incident report is a reported claim or incident that does not require any activity by the Awarded TPA except for record retention.
- d. Respondent should not include any additional fees for re-opening a claim that has been previously closed.

3.3 Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases; the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria, specified in Attachment IX, by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Procurement Officer. Scores will be combined, establishing the Respondent's overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

a. Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review each Reply and evaluate each Reply on each of the following Technical Evaluation sections per the established criteria.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
Profile and Submittal Letter	1-5	5%	25
Prior Work Experience	1-5	15%	75
Description of Solution	1-5	25%	100
Service Area Detail	1-5	25%	125
Additional Ideas for Improvement	1-5	15%	125
References	1-5	15%	50
TOTAL		100%	500
Scored by Procurement Officer			
Cost Reply			25

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate). The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply fails to address the component or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; OR Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the District's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based on their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

b. Negotiation Phase Methodology

The District reserves the right to negotiate with any or all responsive and responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Respondents.
2. Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
5. Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
6. Pursue the division of Contracts between Responsive Respondents by service type.
7. Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
8. Decline to conduct further negotiations with any Respondent.
9. Re-open negotiations with any Respondent.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from any Respondent.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the District determines such action is in the best interest of the District.
14. Negotiate simultaneously or separately with competing Respondents.
15. Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
16. Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
17. Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written

summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, and copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described in Section 3.2, a., and assess the extent of success of the projects associated with those references. The District also reserves the right to contact references provided, or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. The focus of the negotiations will be on achieving the solution that provides the best value to the District, based upon the Selection Criteria listed below, and satisfies the District's primary goals as identified in Section 2.5 of this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

c. Selection Criteria:

1. The Respondent's articulation of its overall approach to providing the requested services;
2. The innovation of the Respondent's approach to providing the services;
3. The Respondent's articulation of its innovative solution and its ability to implement and execute that solution to meet the goals and objectives of this ITN;
4. The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
5. The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
6. How the Respondent's approach satisfies the goals identified herein; and
7. The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

d. Final Selection and Notice of Intent to Award

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Respondents with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

1. A revised Description of Solution;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the District, based upon the Selection Criteria. The District's Negotiation Team will then develop a recommendation of an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

The Notice of Recommended Award shall be publicly posted and the Negotiation Team will send its recommendation to the Board. The Board will make the final award decision based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

3.4 Advertising Notice of Board Decision

A Contract will be awarded to the Responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole or in part, for the services sought in this ITN. The District reserves the right to accept or reject any and all offers or separable portions and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Replies, or to cancel/withdraw the ITN.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.5 No Prior Involvement and Conflicts of Interest

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution very seriously. If the Respondent considers any portion of the documents, data, or records submitted in Reply to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in Reply to this solicitation.

3.7 Small Business Enterprise

This ITN, in the evaluation phase, is subject to the small business enterprise provisions specified in Board Policy 6325. If the Respondent is considering using subcontractors, the District highly encourages the use of small business vendors.

3.8 Local Purchasing Preference

This ITN, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450. If the Respondent is considering using subcontractors, the District highly encourages the use of local business vendors

[The remainder of this page is purposefully blank]

SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days before any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Other than purely administrative changes, any changes will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine a "not to exceed" price for each additional project using the contractually established hourly rates with the Contractor.

4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VI, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

4.7 Insurance Requirements

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of “A-” or better and a financial size category of “VI” or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers’ compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Leon County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter.

The Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

- 3.1.1 Commercial General Liability:** Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.
- 3.1.2 Professional Liability Insurance:** The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.
- 3.1.3 Automobile Liability Insurance:** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.
- 3.1.4 Workers' Compensation Insurance:** The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.
 - 3.1.4.1** Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:
 - i. Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they

and/or their employees are injured while providing goods and/or services to the School Board.

- ii. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.
- iii. The Bidder shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

3.1.5 Cyber Liability Insurance: Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

3.1.5.1 Information Security Incident Response. In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
 - a. Notification to potentially affected persons;
 - b. Credit monitoring services;
 - c. Identification protection services;
 - d. Establish and operate a call center;
 - e. Notification to any and all regulatory authorities; and
 - f. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

- 4.7.1** Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.
- 4.7.2** Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractor without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Awarded contractor shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the District's prior written approval. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15 Americans with Disabilities Act

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in Reply to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

4.19 Default

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

4.20 Termination

4.20.1 Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.4 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District’s custodian of public records, provide the District 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, F.S., 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 for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District’s custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net,
(850) 487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.**

4.22 Indemnification

The Contractor, and any Subcontractors, shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 No Waiver of Sovereign Immunity

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

4.24 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.25 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the "federally assisted construction contract" definition in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR

part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.

- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the “funding agreement” definition under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
 - 1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Domestic Preferences for Procurements (§ 200.322):
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
 2. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminium; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
1. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or;
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services are provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.

4.26 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.27 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.28 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.29 Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.30 Contracting with Entities of Foreign Countries

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

4.31 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

(The Remainder of the Page is Purposefully Blank)

SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the bid or Reply opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Contract	The written agreement entered by the Board and Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the District.
Respondent	A legally qualified corporation, partnership, or other business entity that submits a Reply to the District in Reply to this ITN. This term differs from suppliers, which refers to the marketplace at large.
Responsible Respondent	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Reply	A Reply submitted by a Responsible Respondent, which conforms to all material aspects of this ITN.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Contractor's behalf under the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Respondent(s) or Contractor	The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.
Prequalification of Contractors	The School Board will prequalify Contractors for a one-year period pursuant to the criteria set forth in Florida Statutes 1013.46, and State Requirements for Educational Facilities, Chapter 4, Section 4.1 (1).

Attachment I
Cost Reply Form

**ITN 268-2025 Third-Party Administrator (TPA) for the
Self-Funded Liability and Workers' Compensation Programs**

Respondent shall offer all of the elements of this ITN and meet all service requirements and specifications listed within this ITN. The District requires full and total transparency in its vendor relationships. Therefore, any commission, service fee, or other form of remuneration paid to any agent, broker, lobbyist, or third party must be identified in the submission and throughout the term of the contract.

Description	Cost
Annual Cost of Services (to be billed in 12 monthly installments)	\$
Description of all Ancillary Charges	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Company Name

FEIN #

Authorized Representative (Print)

Authorized Representative (Title)

Authorized Representative (Signature)

Date

Attachment II

Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Respondent is:

- Duly licensed to conduct business in the State of Florida;
- Has a minimum of three (3) years experience within the last five (5) as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's Compensation programs for commercial or governmental customers of the same nature as those sought by the District;
- Has experience administering a Worker's Compensation program for a least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years; and
- Has experience administering a Third-Party Liability program for at least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.

2. Prime Vendor

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Financial Disclosure

This is to certify that the Respondent has disclosed in their Reply all suspensions, revocations, bankruptcies, judgments, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Respondent nor its principles are currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or Contractor to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Reply.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Reply have been disclosed before award, directly or indirectly, to any other Respondent or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Respondent or with any competitor, and not to restrict competition.

10. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Reply for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment IV
Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Respondent’s representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent’s representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip Code:		
Telephone:(Office)		
Telephone:(Cell)		
Email:		

Company Name

Authorized Representative Signature

FEIN#

Date

Authorized Representative (Printed)

Attachment V

Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

References that are listed as subcontractors in the Reply will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

References must be signed and notarized to be accepted.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Bidder's Reference Form

Reference #1

Bidder Name

Reference Company Name:

Address:

Contact Person

Contact Title

Contact Phone

Contact Email

Performance Period

Brief description of the services performed for this reference

Overall contract performance

☐ Poor

☐ Fair

☐ Adequate

☐ Good

☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Bidder's Reference Form

Reference #2

Bidder Name

Reference Company Name:

Address:

Contact Person

Contact Title

Contact Phone

Contact Email

Performance Period

Brief description of the services performed for this reference

Overall contract performance

☐ Poor

☐ Fair

☐ Adequate

☐ Good

☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Bidder's Reference Form

Reference #3

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Attachment VI Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Respondent Name: _____

Physical Address: _____

County: _____

Phone of Local Location: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

Is your business certified as a Small Business Enterprise (SBE) through Leon County Schools? _____

STATE OF FLORIDA
COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Attachment VII

Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name:

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Enterprise (SBE) with Leon County Schools? Yes _____ No _____

Local Respondent per Board Policy 6450? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VIII

Drug-Free Workplace Certification

The undersigned Respondent, in accordance with Section 287.087, F.S., hereby certifies that.

Company Name

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this company complies fully with the above requirements.

Authorized Officer (Printed Name) _____

Authorized Officer (Signature) _____

Date _____

Attachment IX

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per Reply, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- a. The prospective lower tier participant certifies, by submission of this Reply, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Reply.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to whom this Reply is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Reply," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Reply is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment X
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By: _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action

- ☐ a. Contract
☐ b. Grant
☐ c. Cooperative Agreements
☐ d. Loan
☐ e. Loan Agreement
☐ f. Loan Insurance

2. Status of Federal Action

- ☐ a. Bid/offer/application
☐ b. Initial award
☐ c. Post-award

3. Report Type

- ☐ a. Initial filing
☐ b. Material changes

For a material change only:

Year: _____ Quarter: _____

Date of last report: _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee ☐ Tier (if known)

Name: _____

Street: _____

City/State/ Zip _____

Congressional District (if known) _____

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name, and Address of the Prime

Name: _____

Street: _____

City/State/ Zip _____

Congressional District (if known) _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

_____ CFDA Number, if applicable _____

8. Federal Action Number (if known) _____

9. Award Amount (if known) _____

10. (a.) Name and Address of Lobbying Registrant

10. (b.) Individuals Performing Services

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Reply (ITN) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Reply control number assigned by the Federal agency). Included prefixes, e.g., "ITN-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - a. Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Attachment XI**Vendor Affidavit Regarding the Use of Coercion for Labor and Services**

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

Addendum #001
Invitation to Negotiate (ITN) 268-2025
**Third-Party Administrator (TPA) for the Self-Funded Liability,
and Workers' Compensation Programs**

Date: January 15, 2025

Solicitation: ITN 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Replies Due: January 28, 2025, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in **yellow**, while deleted language has been stricken.

Change #1:

Revises posting of answers to submitted questions to Friday, January 17, 2025.

January 16 ⁷ , 2025	Anticipated Posting of Answers to Submitted Questions (if applicable)	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
--------------------------------	--	--

Addendum #002

Invitation to Negotiate (ITN) 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Date: January 17, 2025

Solicitation: ITN 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Replies Due: January 28, 2025, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

Change #1:

Revises Attachment V, Respondent's Reference Form (See Attached)

This Addendum provides the Board's written answers to the timely written questions received.

Question	Answer						
1. Please provide a 5-year loss run of all claims open and closed for all lines of business included in the ITN.	Information is posted at: https://www.leonschools.net/Page/59467						
2. Please clarify if the new TPA will take over the open claim inventory; if so, please provide a breakdown of all open claims, by line of business.	A new TPA will be required to take over the open claim inventory. The current volume is: <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Auto Liability</td><td style="text-align: right;">13</td></tr> <tr> <td>General Liability</td><td style="text-align: right;">46</td></tr> <tr> <td>Workers' Compensation</td><td style="text-align: right;">82</td></tr> </table>	Auto Liability	13	General Liability	46	Workers' Compensation	82
Auto Liability	13						
General Liability	46						
Workers' Compensation	82						
3. Please provide the number of medical bills process and paid amounts for the 3 previous policy periods.	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Total Amount</td><td style="width: 50%; text-align: right;"># Processed</td></tr> <tr> <td>\$3,689,951.</td><td style="text-align: right;">12,808</td></tr> </table>	Total Amount	# Processed	\$3,689,951.	12,808		
Total Amount	# Processed						
\$3,689,951.	12,808						
4. Please provide the number of nurse case management assignments – workers compensation – for the previous 3 years.	The number of nurse care management assignments for the previous three years is eight (8).						
5. Please provide the nurse case management expenses for the previous 3 years.	The nurse case management expenses for the previous three (3) years are \$9,669.						
6. Please provide managed care savings report to include – gross billed, net billed, and the percent of saving charged.	The District does not have managed care.						

Addendum #002

Invitation to Negotiate (ITN) 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Question	Answer
7. Please provide a copy of the current TPA contract.	Information is posted at: https://www.leonschools.net/Page/59467
8. Please provide a copy of any special claim handling instructions.	Information is posted at: https://www.leonschools.net/Page/59467
9. Page 15 – 2.6.6 (O). How many work comp claims review are currently conducted per year? What is the expectation for the New TPA?	Current Worker's Compensation claims review are less than 20 cases. Worker's Compensation claim reviews are currently conducted three (3) times a year.
10. Page 20 – 2.9 – Performance Guarantees – Does the LCS currently have a Performance Guarantee in place? If so, please provide a copy of the PG.	The current TPA contract does not contain a performance guarantee.
11. If a PG program is currently in place, who is responsible for scoring the claim files? Please attach a copy of the annual Performance Guarantee results and associate reimbursement charges.	Please see the answer to Question #10.
12. Does LCS currently have preferred legal counsel, if so, please provide that information.	Legal counsel may vary by the type of case. The District's preferred legal counsel is McConnoughay, Rumberger, and Pennington.
13. Page 25 – Tab F References, second paragraph indicates that the reference forms need to be certified by a Notary. However, the forms do not designate an area for the Notary's signature/certification. Is a notary required for these forms?	Please see Change #1.
14. Page 27 – Technical Evaluation – scoring – references. It appears 50 points are available. If the respondent submits the minimum number of references (3), and all receive a 5 by the evaluators, will 50 points be awarded or is it necessary to submit 5 references to receive the total of 50 points?	Respondents are required to submit three (3) references. Evaluators will score based on the quality, not the quantity of the references.
15. Does the current TPA provide loss control services to Leon County Schools? If not, is that a service LCS is interested in?	The current TPA provider does not provide loss control services to Leon County Schools. The District is not interested in this service at this time.

Addendum #002

Invitation to Negotiate (ITN) 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Question	Answer
16. Are there any issues/problems or concerns with the current TPA?	The District's contract with the current TPA is terming out. The solicitation is predicated on awarding a new contract for services.
17. Does the current TPA provide a client account manager in addition to the claim team?	The current TPA provider provides a client account manager in addition to the claims team.
18. How many adjusters/supervisors/account managers are currently assigned to the program?	There are four (4) adjusters/supervisors/account managers currently assigned to the program.
19. What is the District's desired program start date?	The District's desired start date is May 28, 2025.
20. Please provide a copy of the current contract in place with your TPA and any amendments.	Information is posted at: https://www.leonschools.net/Page/59467
21. Please provide a detailed 5-year loss run in Excel format.	Information is posted at: https://www.leonschools.net/Page/59467
22. Please provide the total number of open claims for all years broken down by claim type. If you can break legal out separately, please provide the number of open legal, lost time, medical only, BI and PD claims.	The District is unclear as to how many years are being requested.
23. Davies offers case management services as part of our offerings. Is the District interested in this offering?	The District will consider case management services as an offering.
24. How is Telephonic Case Management (TCM) currently assigned to claims?	TCM is used only if a claimant requests it and is currently seldom utilized.
25. Is TCM to be included in the Flat Annual Fee or is this an allocated expense based on authorization from the District for referral?	The District prefers a separate charge for TCM.

Addendum #002

Invitation to Negotiate (ITN) 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Question	Answer																
26. Will you provide staffing details on the current TPA’s team structure handling the District’s claims?	<p>The staffing details for the current TPA provider are as follows:</p> <table><tr><td>Civil Adjuster</td><td>1</td></tr><tr><td>Workers’ Compensation Adjusters</td><td>3</td></tr></table>	Civil Adjuster	1	Workers’ Compensation Adjusters	3												
Civil Adjuster	1																
Workers’ Compensation Adjusters	3																
27. Can you specify the specific areas of program performance improvement sought by the District?	The District is seeking program performance improvement options to be provided by the solicitation Respondents.																
28. Will the new TPA be handling all tail claims that are currently being handled by the existing TPA?	Please see the answer to Question #2.																
29. Does the District consider bill review an ALAE?	Yes, the District considers bill review an ALAE.																
30. Who is the District’s current provider for Medical Bill Review Services?	The District’s current TPA provider is Corvel.																
31. How many medical bills, including hospital & pharmacy, has the Bill Review Vendor processed for the District per year, for the last three (3) years?	<table><tr><td>Fiscal Year 2022</td><td>6,404</td></tr><tr><td>Fiscal Year 2023</td><td>3,387</td></tr><tr><td>Fiscal Year 2024</td><td>3,017</td></tr></table>	Fiscal Year 2022	6,404	Fiscal Year 2023	3,387	Fiscal Year 2024	3,017										
Fiscal Year 2022	6,404																
Fiscal Year 2023	3,387																
Fiscal Year 2024	3,017																
32. What has the District paid in bill review fees to include: per bill, percentage of savings (inclusive of PPO), flat fee, and/or per line charges?	<table><tr><td># of Bills Reviewed</td><td>Cost of Charges</td></tr><tr><td>24</td><td>\$83,245</td></tr></table>	# of Bills Reviewed	Cost of Charges	24	\$83,245												
# of Bills Reviewed	Cost of Charges																
24	\$83,245																
33. Please provide total amount billed, the total fee schedule savings, total PPO and other savings, as well as net paid per year for the District for the past three (3) years.	<table><tr><th>Fiscal Yr</th><th>Fee Scheduled Savings</th><th>PPO & Other Savings</th><th>Net Paid</th></tr><tr><td>22</td><td>\$3,922,578</td><td>\$2,077,603</td><td>\$1,844,975</td></tr><tr><td>23</td><td>\$1,867,227</td><td>\$957,626</td><td>\$909,601</td></tr><tr><td>24</td><td>\$2,055,551</td><td>\$1,119,976</td><td>\$935,375</td></tr></table>	Fiscal Yr	Fee Scheduled Savings	PPO & Other Savings	Net Paid	22	\$3,922,578	\$2,077,603	\$1,844,975	23	\$1,867,227	\$957,626	\$909,601	24	\$2,055,551	\$1,119,976	\$935,375
Fiscal Yr	Fee Scheduled Savings	PPO & Other Savings	Net Paid														
22	\$3,922,578	\$2,077,603	\$1,844,975														
23	\$1,867,227	\$957,626	\$909,601														
24	\$2,055,551	\$1,119,976	\$935,375														

Addendum #002
Invitation to Negotiate (ITN) 268-2025
**Third-Party Administrator (TPA) for the Self-Funded Liability,
 and Workers' Compensation Programs**

<p>34. In section 3.1.2 of the Insurance Requirements, under Professional Liability Insurance, it says that "The policy shall contain a maximum deductible of \$25,000.00 per claim." Would the District accept a \$150,000.00 per claim deductible instead?</p>	<p>Yes, the District will accept a \$150,000 per claim deductible.</p>
<p>35. How does the District define "Information Security Incident" as used in Section 4.7 Insurance Requirements?</p>	<p>The District defines "Information Security Incident" as any data breach.</p>

Attachment V

Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

References that are listed as subcontractors in the Reply will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2025. References shall not be given by:

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

References must be signed and notarized to be accepted.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Respondent's Reference Form**Reference #1**

Respondent's Name:

Reference Company Name:

Address:

Contact Person

Contact Title

Contact Phone

Contact Email

Performance Period

Brief description of the services performed for this reference

Overall contract performance

☐ Poor☐ Fair☐ Adequate☐ Good☐ Excellent

Would you contract with this vendor again?

☐ Yes☐ No

STATE OF FLORIDA

COUNTY OF

*Authorized Representative (Print)**Authorized Representative (Signature)*The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarizationthis

 day of

 , 20

 , by

 as
Date Month Yr Authorized Representative

 for

Position Title Company Name

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed or Stamped)

Name of Notary (Typed, Printed or Stamped)

Respondent's Reference Form**Reference #1****Respondent's Name:**

Reference Company Name:

Address:

Contact Person

Contact Title

Contact Phone

Contact Email

Performance Period

Brief description of the services performed for this reference**Overall contract performance** ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent**Would you contract with this vendor again?** ☐ Yes ☐ No

STATE OF FLORIDA

COUNTY OF

 Authorized Representative (Print)

 Authorized Representative (Signature)The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarizationthis

 day of

 , 20

 , by

 as
Date Month Yr Authorized Representative

 for

Position Title Company Name

(NOTARY SEAL)

 Notary Signature

 Name of Notary (Typed, Printed or Stamped)

Addendum # 003
Invitation to Negotiate (ITN) 268-2025
Third-Party Administrator (TPA) for the Self-Funded
Liability, and Workers' Compensation Programs

Date: March 5, 2025

Solicitation: ITN 268-2025- Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in **yellow**, while deleted language has been stricken.

Change #1:

Revises anticipated date the District will advertise its Notice of Award Recommendation.

Anticipated Date the District will Advertise its Notice of Award Recommendation	March 18, 2025 March 31, 2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
--	--	--

Exhibit B

Workers' Compensation and Liability TPA Services

Pricing Proposal - Revised BAFO



Revised Best and Final Offer (BAFO) Response

ITN #268-2025 – Third-Party Administrator (TPA) for the Self-Funded Liability and Workers' Compensation Programs

**Submitted by Davies Claims North America, Inc.
March 13, 2025**

I. Introduction

As per Section 3.3 (b)(5) of the ITN, this document serves as the District's Request for a Revised Best and Final Offer (BAFO) from Davies Claims North America, Inc. (DCNA) for Invitation to Negotiate (ITN) # 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs.

- Acknowledged

II. Contact with the District

Any contact with the District regarding this revised BAFO should be made through the Procurement Officer listed in the ITN. Under no circumstances should DCNA representatives contact members of the District's Negotiation Team, the Superintendent, School Board members, or other District employees. DCNA is encouraged to submit questions via email to purchasing@leonschools.net as necessary to complete the revised BAFO timely. **- Acknowledged**

III. Instructions for submission of Revised BAFO

A. Please submit the revised BAFO via email to purchasing@leonschools.net no later than **2:00 p.m., Eastern Time, on March 13, 2025.** **- Acknowledged**

B. If you believe your revised BAFO contains information that is confidential, trade secret, or otherwise not subject to disclosure, you shall specifically mark the information that is considered confidential, trade secret, or proprietary on the revised BAFO submission and submit one (1) redacted electronic version of the revised BAFO in a searchable PDF format, along with the unredacted revised BAFO. The redacted version should be clearly marked in the title and on the document itself. The information contained on the redacted copy shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. If the District receives a public records request for this information, the District will respond by providing a copy of the redacted version of the document(s) provided. The District will rely upon DCNA submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, and DCNA participates in the ITN by submitting a revised BAFO response, then DCNA explicitly authorizes the District to produce the documents, data, or records submitted by DCNA in answer to a public records request for these records.

- We confirm that our BAFO response does not contain any confidential, trade secret, or proprietary information. As such, a redacted version is not necessary.

IV. Clarification Requests and Format for the Revised BAFO

A. Clarification Request

1. Standalone Offer Components

This Revised BAFO submission includes all requested components, ensuring a comprehensive and standalone offer that reflects our best pricing and service commitments.

2. Renewal of Contract Price Provision

We confirm that the initial three-year term will remain at a flat annual fee each year. For the three optional renewal years, the annual fee will increase by 3% each year.

3. Cap on the 18% Savings Charges

The 18% savings charge will be capped at \$20,000 per bill.

4. Additional \$10,000 Annual Admin Fee

We confirm that the additional \$10,000 annual administrative fee remains applicable in the revised BAFO response, equating to a total annual charge of \$83,250.

B. Description of Solution

Service Offering and Pricing

Davies Claims North America (DCNA) is pleased to reaffirm our commitment to providing high-quality Third-Party Administrator (TPA) services to Leon County Schools. Our revised pricing structure reflects both our investment in advanced claims management solutions and our dedication to reducing costs for the District while maintaining superior claims-handling performance. This pricing accounts for our designated team of experienced adjusters, who specialize in handling claims for Florida school districts, ensuring industry-specific expertise and best practices that drive claim resolution efficiency and cost containment. Additionally, our claims management approach integrates state-of-the-art technology, predictive analytics, and automated workflow processes that improve accuracy, enhance fraud detection, and reduce administrative overhead—leading to faster claim closures and minimized costs for the District.

Furthermore, this pricing structure reflects the comprehensive suite of services included at no additional charge, such as real-time claim reporting, litigation management support, and tailored claims reviews. Our robust cost containment strategies, including in-house bill review, PPO network access, and medical case management, enable significant medical savings while ensuring injured employees receive appropriate and timely care. By eliminating the subrogation recovery fee and capping medical bill review charges at \$20,000 per bill for PPO networks, we provide greater transparency and predictability in claims-related expenses.

Overall, our revised pricing represents the best value for the District, balancing cost savings with enhanced service levels, ensuring a seamless transition, compliance with all regulatory requirements, and proactive claims management that aligns with the District's financial and operational goals.

- Revised Annual Cost of Services: \$83,250 (billed in 12 monthly installments).
- Subrogation Recoveries: DCNA will provide subrogation recovery services at no additional charge, eliminating the previously proposed 20% recovery fee.
- All additional cost containment and claims administration services remain at the previously proposed rates.

Our value-added services continue to include:

- Advanced claims analytics and reporting.
- Proactive litigation and settlement strategies.
- Access to our industry-leading claims management system.
- Designated claims handling teams to ensure continuity and efficiency.

C. Service Area Solutions

Davies is committed to delivering a tailored service model that aligns with the District's needs, including:

- A designated team of adjusters specializing in K-12 public entity claims.
- Robust medical cost containment measures to reduce claims expenditures.
- Technology-driven claims handling for increased efficiency and real-time reporting.
- Quarterly claims reviews and strategic consultation to improve outcomes.

Our claims-handling approach focuses on proactive resolution strategies, ensuring timely processing, accurate reserving, and cost-effective claim closures.

D. IV. Rate Information Sheet (Revised)

Attached.

E. V. Value-Added Services

Davies Claims North America (DCNA) is dedicated to delivering innovative and cost-effective solutions that enhance the District's claims management process while maintaining financial efficiency. The following value-added services will be provided to the District at no additional cost to further support claims resolution, risk mitigation, and cost containment:

- **Claimant Portal for Workers' Compensation and Liability Claims** – DCNA provides secure, real-time access to claims information for both injured employees and claimants involved in liability claims. Through the DaviesConnect claimant portal, individuals can easily track claim status, communicate securely with adjusters via text or in-app messaging, and access important claim-related documents. This enhanced engagement reduces unnecessary inquiries, improves transparency, and streamlines communication, ultimately expediting claims resolution and improving claimant satisfaction.
- **Annual Stewardship Meetings** – DCNA will conduct comprehensive annual stewardship meetings with the District's Risk Management team to review claims trends, cost drivers, and risk mitigation strategies. These meetings will include a detailed analysis of claim frequency, severity, litigation trends, and medical cost containment performance, allowing the District to proactively implement strategies to reduce claims exposure and improve financial predictability. Additionally, DCNA will provide customized recommendations based on best practices in workers' compensation and liability program management, ensuring continuous improvement and cost savings.
- **Predictive Analytics for Proactive Claims Management** – DCNA leverages advanced predictive analytics tools to assess claims data early in the lifecycle, identifying high-risk claims, potential fraud, and opportunities for early intervention. Our predictive modeling allows adjusters to:
 - Set realistic reserves early based on historical data and medical treatment trends.
 - Proactively assign nurse case managers and medical specialists to complex claims.
 - Identify claims with litigation potential to implement early resolution strategies.
 - Improve return-to-work outcomes through trend-based intervention planning.

This data-driven approach ensures that claims are handled with maximum efficiency, reducing overall costs while improving claim resolution times and accuracy.

- **No-Cost Subrogation Recovery Services** – DCNA will provide subrogation recovery services at no additional charge, maximizing the District's ability to recoup losses from at-fault third parties. Our experienced recovery specialists will proactively investigate and pursue all viable subrogation opportunities, ensuring the District benefits from 100% of all recoveries obtained.
- **Dedicated Legal and Compliance Support** – DCNA will continue to provide regulatory compliance guidance related to Medicare Secondary Payer (MSP) reporting, state-specific workers' compensation regulations, and liability claims handling requirements. Our dedicated compliance team ensures that all claims are managed in strict accordance with federal and state laws, reducing potential penalties and audit risks.
- **Enhanced Risk Management Consultation** – In addition to claims administration, DCNA will partner with the District to identify cost-reduction opportunities through tailored risk management strategies. This includes:
 - Customized training sessions for District personnel on claims reporting, fraud detection, and return-to-work best practices.

- Incident trend analysis and benchmarking to compare claims performance against similar entities.
- Assistance with policy and procedural improvements to reduce future claim frequency and severity.

These enhancements reflect DCNA's commitment to innovation, transparency, and financial stewardship, ensuring that Leon County Schools receives exceptional value and measurable cost savings throughout the life of the contract.

Conclusion

Davies Claims North America appreciates the opportunity to serve Leon County Schools. Our Revised Best and Final Offer reflects our dedication to cost savings, service excellence, and a long-term partnership with the District. We believe this revised proposal represents the best overall value for the District while maintaining our commitment to innovation and superior claims handling.

A handwritten signature in blue ink, appearing to read 'Beverly Adkins'.

Beverly Adkins
President

ATTACHMENT I
Rate Information Sheet

Respondent shall offer all of the elements of this ITN and meet all service requirements and specifications listed within this ITN. The District requires full and total transparency in its DCNA relationships. Therefore, any commission, service fee, or other form of remuneration paid to any agent, broker, lobbyist, or third party must be identified in the submission and throughout the term of the contract.

Description	Cost
Annual Cost of Services for Initial Three-Year Term (to be billed in 12 monthly installments)	\$ 83,250.00
Renewal Rate Guarantees	
For the three optional renewal years, the annual fee will increase by 3% each year.	\$
Description of all Ancillary Charges Not Included Above (a Separate Sheet/Format May be Used)	
Indexing/OFAC	\$ 15/claim
Telephonic Case Management - one-time fee	\$ 950/claim
Cost Containment/Bill Review	\$ 7.95//bill + 18% of savings
Electronic Data Transfer - one-time fee	\$ 12,500
State EDI Reporting - Workers compensation only Medicare Secondary Payer reproting - WC and BI claims only	\$ 10/claim
Precertifications	\$ 225

*See additional ALAE pricing attached

Davies Claims North America, Inc.

Company Name

591115663

FEIN #

Beverly Adkins

Authorized Representative (Print)

President

Authorized Representative (Title)

Pricing

During Initial Term – the flat annual fee will include:

- + Up to 46 LT tail claims; and 36 MO tail claims
- + Up to 39 GL BI tail claims; and 4 GL PD tail claims
- + Up to 7 AL BI tail claims; and 1 AL PD tail claims
- + Up to 160 WC Medical Only claims and 45 WC Indemnity claims
- + Up to 20 GL BI claims and 4 GL PD claims
- + Up to 7 AL BI claims and 15 AL PD claims
- + Up to 18 Auto Physical Damage claims
- + Claim System Access
- + Check Processing
- + Monthly Loss Runs
- + Quarterly Excess Carrier Reporting

Should claims exceed the above counts then per claim rates below will be applied.

Workers' Compensation Claims Administration (when claim caps listed above are exceeded):

Medical Only	\$175/claim
Indemnity	\$1200/claim
Employer's Liability	\$1200/claim
Indemnity Tail Claims	\$550/claim
Medical-Only Tail Claims	\$95/claim

Auto and Liability Claim Administration (when claim caps listed above are exceeded):

Bodily Injury	\$795/claim
Property Damage	\$495/claim

Tail Claims:

Bodily Injury	\$500/claim
Property Damage	\$350/claim

Allocated Loss Adjustment Expense (ALAE)

Charges for services below are billed at negotiated rates for strategic business partners selected by Leon County Schools/Davies unless otherwise outlined below. Allocated expenses are those expenses generated by the individual claim file which are charged back to the file. They include:

- + Attorneys' and legal assistants' fees for claim and any lawsuits, before and at trial, or on appeal, or otherwise;
- + Court and other litigation and settlement expenses, including, without limitation;
 - Independent Medical Examinations;
 - Expert medical and other testimony;
 - Laboratory, X-ray and other diagnostic tests;
 - Autopsy, surgical reviews, and other pathology services;
 - Physician and related fees and expenses in reading, interpreting, or performing any of the foregoing tests or services;
 - Stenographer, process server, and other related deposition preparation, hearings, settlement, and court costs;
 - Witnesses fees and expenses before and at hearing, deposition, settlement discussions, or otherwise; and
- + Expenses for Legal Bill Review;
- + Fees and expenses for surveillance, private investigators, or otherwise;
 - Fees for the indexing of injured workers;
 - 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 or trials, and depositions, attendance at medical consultations or hearings, and appraisals
 - Telephonic medical management;
 - Fees for overnight or special mail;
 - Fees for examining and reducing hospital and medical bills as appropriate;
 - Pre-Certification of Hospital Admissions and Invasive Procedures, Field Case Management, Peer Review, Medical Care Audits, and Hospital Bill Audits;
 - Photocopying and/or CD-ROM copies, and review of relevant documentation
 - 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, and projection update.

Exhibit C

Workers' Compensation and Liability TPA Services

ITN #268-2025 Response



Contents

Tab A: Respondent's Profile and Submittal Letter	3
Executive Summary	4
Tab B: Prior Work Experience	7
Tab C: Description of Solution	11
Tab D: Service Area Detail	26
Tab E: Additional Ideas for Improvement, Innovation, and Cost Reduction	37
Tab F: References	39
Tab G: Required Forms	40
Appendix A: Certificate of Good Standing from the State of Florida	64
Appendix B: FL TPA Certificate of Compliance 2024	66
Appendix C: Recommendation Letter from The School District of Palm Beach County, FL	68
Appendix D: Sample Reports	70
Appendix E: Sample Insurance Certificates	84

Tab A: Respondent's Profile and Submittal Letter

■ Cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN.

Jennifer Smith, Procurement Officer

Leon County Schools | Purchasing Department
3397 W. Tharpe Street, Tallahassee, FL 32303

Dear Ms. Smith:

Thank you for the opportunity to propose Davies Claims North America's services to Leon County Schools. Formerly known as Johns Eastern, our firm has successfully handled over 90,000 workers' compensation and liability claims for our self-insured clients in the past three years alone. We have a proven record of providing world-class customer service while delivering measurable results that reduce the cost and duration of our clients' claims. Now, we are pleased to offer our expert Third Party Administration services for the adjusting of the District's workers' compensation and third-party liability claims, to include general liability, automobile liability, and physical damage including subrogation, public officials' liability, and employment practices claims. We will also provide first-party claims services as needed, to include automobile physical damage claims and claims involving physical damage to property other than automobiles.


Drawing upon our 78 years of insurance industry expertise, Davies will work closely with the District to help lower overall claim counts, promote safe work environments, reduce financial exposures and ensure that your injured employees get the medical care they need to resume work as soon as possible. Our team of experienced, licensed adjusters will carefully manage each claim to ensure tight loss control, adequate reserves, strict administrative expense supervision, accurate loss payments and superb customer service. Our firm has extensive experience administering claims for Florida school districts, as you will see from our references included on page 48. We agree to provide all of the required services as described in our proposal and in the Invitation to Negotiate.

Davies Claims North America, Inc. is a SOC1-certified corporation in the State of Florida and has been providing TPA services since 1984. Davies Group Limited is the parent company of Davies US, LLC, which owns Davies Claims North America.

I am fully authorized to make representations and bind the contract with Leon County Schools on behalf of Davies.

Regards,

DAVIES CLAIMS NORTH AMERICA, INC.



Beverly Adkins, AIC, AIM

President, WC/P&C TPA
PO Box 110259, Lakewood Ranch, FL 34211-0004

T: (866) 784-0583

T: (813) 402-7914

E: beverly.adkins@us.davies-group.com

Executive Summary

■ Submit a brief executive summary stating the Respondent's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the ITN including:

Davies has reviewed in detail and fully understands the Scope of Work outlined in Section 2 of the ITN and has the experience, capability and resources to comply with all terms and conditions listed therein.

We are prepared to assume responsibility for administering the District's workers' compensation and liability programs and will provide all the required administrative and adjusting services in a prompt, reliable, courteous, and accurate fashion. This includes completing a full data conversion that will ensure the integrity of the District's data is preserved in our claims system. We will also provide the District with 24-hour telephonic and Internet-based claim intake and comprehensive online access to all of your claims information.

Davies will forge a collaborative and effective working partnership with the District's Risk Management Department to achieve all of the goals and objectives listed in Section 2.5 of the ITN. We will provide all of the services required by Leon County Schools, including, but not limited to:

- + A Full Range of Administrative Services
- + Claim Intake, Adjusting, Management and Investigation
- + Student/Visitor Accident Reporting (SVAR)
- + Medical Management Services
- + Pharmaceutical Benefit Management Services
- + Access to PPO Networks with Top-Quality Providers
- + In-House Bill Review and Cost Containment Services
- + Information Services, Risk Management Reports, and Ad-Hoc Reporting
- + Quarterly Claims Review Meetings
- + Recoveries, including Subrogation and Special Disability Trust Fund
- + Maintaining Up-to-Date Files for All Claims
- + Assisting Legal Counsel in Preparation for Hearings, Appeals and Mediations
- + Settlement Consultations
- + Determining Proper Benefits Due on Compensable Claims and Making Timely Payments
- + Filing Reports with Division of Workers' Compensation
- + Loss Fund Reconciliation

Davies' public entity experience can free you to focus on the possibilities, not the liabilities, and our claims specialists, supervisors and account managers will work with you to deliver tailored solutions.

■ A brief history of the business;

Davies is a multi-award-winning professional services and technology business, established in 1968, serving highly regulated markets via core operations in claims, insurance services, consulting, technology, and legal solutions.

Davies has been handling claims in the U.S. for over 78 years via integrated organizations, which now provide TPA claims and ancillary/managed care services. For example, legacy company Johns Eastern, which was founded in Tampa in 1946 and purchased by Davies in September 2022, introduced its claims-administration services to the self-insured community in 1975 and has provided third party administrative (TPA) services since 1984.

Davies now employs more than 2,600 desk professionals in the US, over 10,000 field adjusters, and manages over 300,000 claims annually. Nationally, we provide TPA services to 712 clients, 558 of which are public entities. These projects vary in scale, from small school board accounts with 1,800 full-time employees to large governmental entities employing over 26,000 individuals.

Davies Claims North America, Inc., leverages its extensive network of regional offices nationwide, including our headquarters in Lakewood Ranch, Florida.

Davies Claims North America Headquarters:

6015 Resource Lane

Lakewood Ranch, FL 34202

Tel: (941) 907-3100 | Toll Free: 1-877-326-5326

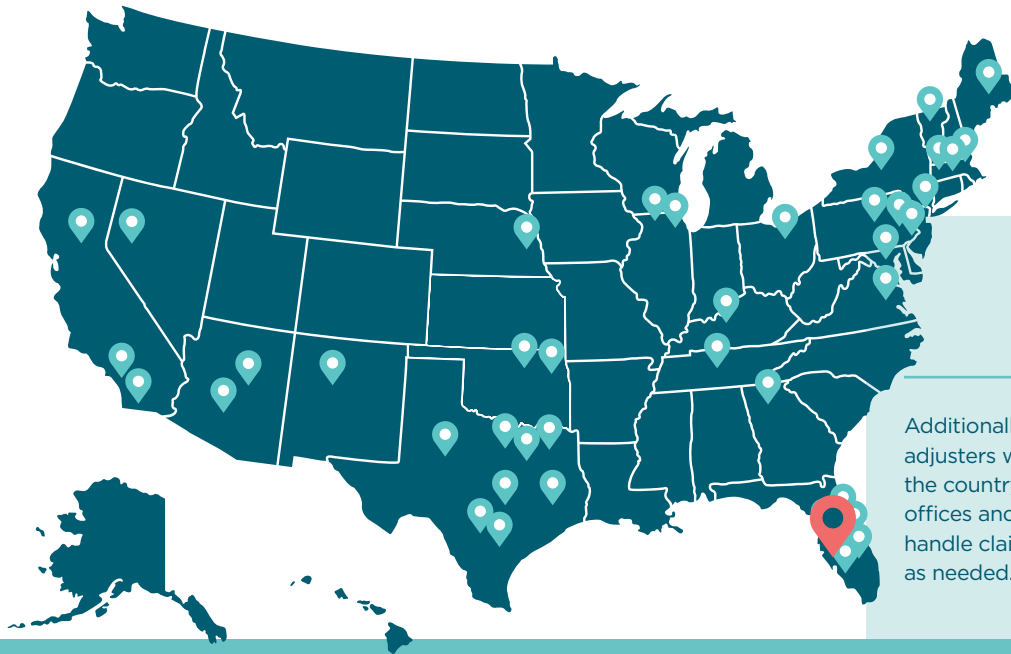
PO Box 110259
Lakewood Ranch, FL 34211-0004



Tel: 941-907-3100



Toll Free: 1-877-326-5326



Additionally, many of our adjusters work throughout the country from their home offices and are flexibly able to handle claims and be deployed as needed.

b Organizational structure of the business;

Davies core business areas include Claims Solutions, Insurance and Risk Services and Consulting and Technology.

✓ Claims Solutions

The leading independent provider of end-to-end technology enabled claims solutions, tailored to meet your needs across all major claim types, including Property, Liability, Workers' Compensation, Auto/Transportation, etc. In addition to our core third party administration service, Davies provides a full range of first-class tech-enabled solutions including desk-led technical claims handling, field adjusting, appraisals, subrogation and supply chain management to insurers, brokers, MGAs, corporations, and public entities.

✓ Insurance Services and Risk Services

We provide operational and consulting solutions for the domestic and international insurance market, supporting core insurance areas such as actuarial, audit, captive management, forensic accounting, risk and inspection, subrogation, and excess claims management solutions. Our intermediary services help brokers and MGAs launch and manage their businesses; our insurer and markets business supports the administration of managing agents operating in Lloyd's; and our Bermuda based captive management service helps to establish and operate captives.

✓ Consulting and Technology

We deliver digital solutions, consultancy, and transformation projects for leading organizations working in insurance, highly regulated environments and for global brands. Specialties include customer and user experience, regulatory compliance, and risk management, human capital, and resourcing, learning solutions and automation. The C&T team includes over 700 global colleagues and over 200 developers across more than six countries.

6 Workers' Compensation and Liability TPA Service

Davies Claims North America, the applicant entity, is a for-profit C corporation registered in the State of Florida. Our Company is comprised of the following units:

- | | |
|-----------------------------------|--------------------|
| + TPA Unit: Workers' Compensation | + E&S TPA Services |
| + TPA Unit: Property & Casualty | + CAT Unit |
| + Independent Adjusting Unit | + Excess Agency |

Oversight of our TPA operation is provided by Beverly Adkins, President, WC/P&C TPA, and Alice Wells, Senior Vice President, WC TPA. Please see our Organizational Chart outlining the hierarchy of key personnel for the Contract proposed under this ITN, which can be found in Tab C, Section #3 on page 46.

c Designation of the legal entity by which the business operates, i.e. sole proprietorship, LLC, corporation;

Davies Claims North America is registered as a C Corporation in the State of Florida. Our certificate of Good Standing from the State of Florida is attached (Appendix A).

d Ownership interests;

In August 2021, BC Partners, a leading international investment firm, acquired a majority stake in Davies. This new partnership has diversified and strengthened Davies shareholder base, as we seek to drive further global expansion, increase investment in technology and digital transformation, and continue to partner with complementary businesses via M&A. Existing investors HGGC and AIMCO continue to hold minority ownership stakes in the business, alongside the Davies management team and employees.

e Active business venues (counties, states, etc.);

Davies has established and expanded its operations in the US over the last few years through a combination of organic growth and strategic acquisitions to develop specialized claims-handling divisions that span workers' compensation; all lines of liability, including general liability, auto liability, professional liability, product liability, and public officials' errors and omissions claims; as well as property, transportation, and life and health across all 50 states. Our clientele includes public entities, municipalities, insurers, brokers, MGAs and corporations. Our U.S. headquarters is located in Lakewood Ranch, FL, which is where the District's claims team will be based.

f Present status and projected direction of business;

Davies Claims North America, Inc., is backed by the financial strength of the larger Davies Group, with a fiscal year revenue of approximately \$765,000,000 in FY2023. We are happy to supply supporting audited financials upon request.

Davies is a financially sound corporation that has established and grown its operations in the U.S. over the last few years. Davies longstanding private equity backing provides a strong platform to fuel the investment in technology and business acquisition necessary to deliver the disruption overdue in the US claims market.

Davies strategy is to disrupt the claims market in the US with unique technology solutions and an unrivalled breadth of insurance focused services. Davies is a pioneer in the technology space with a dedicated technology division and in house software developers and data scientists. Davies has a stream of proven artificial intelligence and automation technologies set for launch in the US that will revolutionize the operating efficiency and claim spend performance of our clients. Our ongoing expansion drive will see us continue to acquire like-minded, tech enabled, insurance focused businesses in the claims, insurance services, consulting and technology arenas to enable truly strategic partnerships with our clients across the full spectrum of their supply needs.

g Provide a copy of the appropriate Business Tax Receipt for the jurisdiction in which the permanent business location resides. If the jurisdiction in which the business resides does not issue a Business Tax Receipt indicate such.

Davies' U.S. headquarters is located in Manatee County, FL, which does not require a Business Tax Receipt from businesses such as ours that provide claims administration and related services.

h Provide evidence of required insurance coverage as specified in Section 4.7, and

Please see attached sample insurance certificates in Appendix E.

i Federal Employer Identification Number (FEIN) of the firm.

The Federal Employer Identification Number (FEIN) for Davies Claims North America is 591115663.

Financial Interest

■ Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

No Board/District employees or officials have a material financial interest in Davies Claims North America. Please see our completed Attachment 3 - Notice of Conflict of Interest supplied in Tab G Required Forms.

Tab B: Prior Work Experience

1. Narrative/Record of Past Experience

a As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the awarded Contractor(s) shall have a minimum of three (3) years within the last five (5) years as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's Compensation programs for commercial or governmental customers of the same nature as those sought by the District. The details of the Respondent's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Respondent shall include the following:

Davies Claims North America, formerly Johns Eastern, has decades of experience administering workers' compensation and liability claims for self-insured entities like Leon County Schools in the State of Florida. We introduced our claims-administration services to the self-insured community in 1975 and have been authorized to provide TPA services since 1984. This includes extensive expertise providing TPA services to many local government and public entities across the US with over 550 governmental entity clients, including individual members of our group clients. Thousands of new claims are handled annually for public entities, including cities, counties, school districts, transportation/transit administrations, villages, towns, and fire departments. Public entities comprise approximately 70% of our current client base. Davies has earned an exemplary reputation for providing world-class workers' compensation and liability TPA services by emphasizing superior customer service, forging close working relationships, and protecting our clients' business interests with the utmost integrity. To evidence our excellent reputation for superior claims handling, we have provided relevant references that reflect our market-leading status.

A copy of our Certificate of Compliance from the State of Florida is included for your review. A copy of our Certificate of Good Standing from the state of Florida is included on page 64 (Appendix A).

i A description of experience providing services similar in nature to the services sought in this ITN;

Davies has extensive experience handling claims for school boards and currently provides workers' compensation and liability TPA services to 30 different K-12 school districts. Our school district expertise gives us unique insight into the kinds of exposures schools face, enabling us to mitigate your losses and assist in reducing your overall number of claims. As an example, we handled the claims stemming from the 2018 mass shooting at Marjorie Stoneman Douglas High School for Broward County Public Schools. We also handle workers' compensation and liability claims and provide medical management services to the following Florida school districts: The School District of Palm Beach County, Pinellas County Schools, Duval County Public Schools, The School District of Lee County, Marion County Public Schools, and Seminole County Public Schools, among others. Please see our references on page 48.

ii The specific length of time the Respondent has provided similar services, and where services were provided;

Davies Claims North America has been providing workers' compensation and property & casualty TPA services for the past 40 years. Before being purchased by Davies, legacy company Johns Eastern provided TPA services primarily to clients located along the East Coast, including Florida, Georgia, the Carolinas, Maryland, Virginia, Washington D.C., and Pennsylvania.

Today, Davies has established and expanded its operations in the US through a combination of organic growth and strategic acquisitions to develop specialized claims-handling divisions that now provide services across all 50 states.

iii A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;

✓ School District of Palm Beach County

The fifth-largest school district in Florida, the School District of Palm Beach County partnered with Davies in 2023 to enhance their claims management processes and reduce overall program costs. This collaboration demonstrates the impact of a seamless transition and the implementation of proven strategies tailored to meet specific client needs.

The Challenge: The District faced rising claims costs, including medical expenses, indemnity payouts, and legal defense fees. Recognizing the need for a more efficient and effective approach, they engaged Davies as their Third-Party Administrator (TPA) to drive better outcomes and provide superior claims handling.

The Transition: Davies led the transition process, ensuring minimal disruption to ongoing operations. By leveraging our expertise and collaborative approach, we quickly aligned with the District's priorities and goals. The transition included comprehensive training for stakeholders, integration of advanced technology, and a focus on data-driven decision making.

The Results: In the first year under Davies' management, the District experienced significant improvements:

- + **Reduced Total Claims Costs:** The total paid for indemnity, medical, and expense claims decreased by approximately 18%.
- + **Improved Indemnity Ratio:** The indemnity ratio dropped from 11.5% to 6.2%, highlighting enhanced claims management and cost control.
- + **Lower Defense Payments:** Legal defense costs were reduced by over 30%, reflecting a more proactive and strategic approach to litigation management.

The Impact: These improvements resulted in substantial cost savings and better financial predictability for the district. Beyond the numbers, the partnership fostered greater confidence in the claims process and ensured continued support for the District's employees and operations.

Performance Deficiencies: None

Financial Consequences/Liquidated Damages: None

✓ The School District of Lee County

The School District of Lee County, located in South Florida, consists of 121 schools and more than 11,000 full- and part-time employees. The District was experiencing a steady increase in workers' compensation claims and delays in timely claim closures. Recognizing the need for improvement, they partnered with Davies in 2004 for comprehensive workers' compensation and liability claims management.

The Challenge: The District struggled with a rising number of reported claims and a lack of proactive handling and timely resolutions, leading to inefficiencies and increased costs.

The Transition: Davies worked closely with Lee County Schools during the implementation phase to address these challenges. The team deployed two liability adjusters and one workers' compensation adjuster onsite at the school board's administrative office, while additional adjusters, supervisors, and support staff operated from our corporate headquarters. By leveraging data analysis, we identified high-frequency claims areas, enabling targeted safety training and accident-prevention measures. Additionally, we revamped the District's Light Duty Program to reduce lost-time claims.

The Results: In the first year of our partnership, the District achieved impressive outcomes:

- + **Reduced New Claims:** New indemnity claims decreased by 29.2%, and medical-only claims dropped by 4.6%.
- + **Increased Claim Closures:** Pending workers' compensation claims were reduced by 60.2%, resulting in a 251% closure ratio.

9 Workers' Compensation and Liability TPA Service

- + Lower Allocated Expenses: Allocated expenses decreased by 14.9% due to proactive claims handling and strategic litigation management.
- + Improved Lost-Time Ratio: Updates to the Light Duty Program reduced the lost-time ratio by 4.4%.
- + Cost Savings Initiatives: Mitigating physician dispensing saved the district over \$230,000, while a partnership with a physical therapy network yielded an additional \$209,000 in savings and reduced therapy visit over-utilization by 27.4%.

The Impact: These achievements demonstrate the effectiveness of Davies' tailored approach to claims management. By addressing the District's challenges with innovative solutions and collaborative efforts, we delivered measurable improvements and sustainable cost savings.

Performance Deficiencies: None

Financial Consequences/Liquidated Damages: None

✓ Pinellas County Schools

Pinellas County Schools, the seventh-largest school district in Florida and the 26th largest in the United States, partnered with Davies in 2002 to enhance their workers' compensation and general liability programs. With over 140 schools, approximately 16,000 employees, and more than 104,000 students, the District sought to reduce its indemnity ratio and establish a successful return-to-work strategy.

The Challenge: The District faced challenges with a high indemnity ratio and an underdeveloped return-to-work program. Additionally, opportunities to improve recoveries and excess reimbursements were identified as areas for enhancement.

The Approach: Davies implemented a tailored plan to address these challenges:

- + Developed and revamped all job descriptions to support an effective return-to-work program.
- + Trained adjusters to proactively identify subrogation opportunities, place responsible parties on notice, and resolve subrogation liens.
- + Streamlined excess reimbursement processes to maximize recoveries.

The Results: In the first years of partnering with Davies, Pinellas County Schools achieved remarkable improvements:

- + Reduced Indemnity Ratio: The indemnity ratio decreased from 19.14% to 14.58%, driven by the revamped return-to-work program.
- + Cost Savings: Total indemnity benefit expenses dropped by 63%, saving \$2,337,284. The annual average cost per lost-time claim was reduced significantly, from \$18,527 to \$8,650.
- + Improved Recoveries: Subrogation recoveries increased from \$78,315 to more than \$300,000 in the first three years.

The Impact: Through proactive claims handling and focused initiatives, Pinellas County Schools experienced transformative results, achieving both cost reductions and operational efficiency. Davies continues to work closely with the District to refine and improve program outcomes, ensuring long-term success.

Performance Deficiencies: None

Financial Consequences/Liquidated Damages: None

Please see Attachment V - Respondent's Reference Form in section G for our school district references.

iv A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and

Davies has been recognized with numerous awards in the past two years alone, including:

✓ 2024:

- + Insurance Business America - Top 100 Leaders in Insurance
- + Sustainability Live - DEI Initiative of the Year (Highly Commended)
- + National Insurance Awards 2024 - Diversity and Inclusion Award

✓ **2023:**

- + National Insurance Awards – Loss Adjusting Award
- + Insurance Times Tech & Innovation Awards – Best Use of Tech for CX (Silver Award Winner)
- + U.S. Insurance Awards – TPA Team of the Year, Business Insurance

Davies' Senior Vice President of Workers' Compensation, Alice Wells, has been consistently invited to speak at RIMS and PRIMA chapter meetings as well as National PRIMA.

Davies maintains ISO27001 certification, the international standard for information security, to which we are externally audited and certified. ISO27001 audits provide extra assurance, including both a point-in-time and a three-year forward review of our information security management system.

Benefits of ISO27001 include fewer opportunities for security breaches as well as minimization of IT risks, possible damage and costs. A dedicated information security team is responsible for all security governance, risk and compliance and continually improving our ISMS and risk management processes.

Additionally, Davies Claims North America undergoes SOC 1 audits annually. The independent SOC audit includes tests to verify that appropriate procedures/controls are in place to protect data from unauthorized or unintentional use, modification, addition, deletion, etc. The most recent SOC 1 Type II report concluded that our control activities provide satisfactory protection. This report can be provided annually to the District.

We have also included a letter of recommendation from The School District of Palm Beach County, one of our many Florida school district clients (Appendix C) Additionally, our references can be found in Tab G: Attachment V on page 48.

v A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

In the last five years, Davies Claims North America has not had any contracts terminated before the natural expiration of the contract term.

vi Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years. Respondents shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.

Davies Claims North America has not been subject to any suspension, revocation, or review of our licensure in the last five years, nor has our firm been subject to any bankruptcies, judgments or liens within that period.

vii Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

Davies prides ourselves in providing the best customer service and most accurate claims handling in the industry, which are among the reasons why our firm has not been involved in any contract disputes in the past three years. We demonstrate our service commitment to our clients and their employees through timely, responsive communications. Our best practices dictate that phone calls and emails are to be returned the same day, or if a message is received late in the day, it will be returned the next morning. In addition, our adjusters, supervisors and nurse case manager will recognize and follow any client-specific guidelines that the District may wish us to implement in the handling of your claims.

If a concern is raised by a client, it can be addressed in several different ways. Your Claims Supervisor is available to immediately address any specific claims concerns. The Supervisor maintains a diary on every claim and assists the adjuster by providing instruction as well as reviewing the claim handling for accuracy. Our QA Medical Management Supervisor is available to address any

provider concerns including negotiating fees, education regarding our client's needs, resolving problems, such as vendor responsiveness to requests, and so forth. Davies's management team is also available to discuss any concerns on a program or contract level, as well as assist in resolution of claims concerns should that become necessary. Any concerns are handled on a case-by-case basis with the goal of resolution to our client's satisfaction.

Tab C: Description of Solution

1. The Respondent shall describe the following:

a Its understanding of the District's goals and objectives of this ITN;

Davies understands that the District is seeking an experienced and reliable TPA to provide high-quality claims administration for your workers' compensation and liability programs, while providing the best value for the District, including TPA fees and minimum loss ratios. To help determine the best overall value, the District is seeking the most competitive and innovative solution for services and resources, based on the TPA's combination of services and pricing terms. We also understand that the District wishes to use various pricing guarantee methodologies and amounts at risk to ensure the accurate and efficient delivery of services and continued competitive pricing throughout the initial and renewal years of the contract. The primary goal is to establish a cost-effective contract that provides enhanced claims administration for the District's workers' compensation and liability programs, while securing the new TPA's commitment to more favorable claims administration for the District.

We believe that we have a clear understanding of the District's objectives and are confident in our ability to improve your claims performance, reduce spend and deliver superior service. We have laid out our plans to optimize efficiency and cost-saving measures throughout our response.

b Its proposed program design;

Your account will be assigned to two different teams of claims professionals -- one to handle your workers' compensation program, and the other to handle your liability program. Both teams will be based at our U.S. headquarters in Lakewood Ranch, FL.

Our centralized TPA units are organized on a team basis. Each workers' compensation team consists of a manager, supervisor, litigation adjuster, lost time adjuster, medical only adjuster, and support individuals. Our liability team consists of a manager, supervisor, litigation adjuster, BI/PD adjuster, and support individual.

If our medical management services are utilized, the workers' compensation claims team is supported by a medical case manager, the Nurse Case Manager Supervisor, and the Quality Assurance Supervisor. The medical case manager is a Registered Nurse (R.N.), who is trained in case management techniques. Their involvement begins at the same time the adjuster receives the claim and all activities and investigation are coordinated to eliminate duplication of efforts. The Nurse Case Manager Supervisor provides oversight and direction to the assigned case manager. The Quality Assurance Supervisor assists with network development training and provider relations.

We also have quality assurance managers overseeing recoveries and conducting audits of both programs to ensure superior claims handling.

The assigned adjusters and nurse case manager will work together as a cohesive team, which will allow for immediate discussions on issues that arise from the day-to-day handling of claims and communication with Risk Management. Further, the assigned project managers will work closely with the District and the claims-handling teams to fully understand your needs, determine metrics for success and actively participate in ensuring the best claims outcomes. Quality checks and balances are incorporated into each aspect of our functions. The project managers will share performance data with the District during agreed intervals and as requested. This transparency of information with clients creates a collaborative and productive focus on continuous improvement across claims outcomes.

The team concept gives us tight supervisory control over each account and leads to the best possible work product for our clients. It also means that there are multiple people knowledgeable on your account, so illnesses, vacations and other absences are easily handled. We believe that the Davies model provides the highest level of support to our adjusting staff, as well as flexibility and transparency for our clients. By limiting our adjuster caseloads and by providing our claims units with proper administrative support, we can give each claim the attention that is needed to promote successful outcomes.

Using the components detailed in Tab D, Davies feels confident that your program can be customized to achieve the District's risk management and organizational goals. Our technology also plays a large part in the efficient flow of information throughout our organization, with automated workflow and integration with the medical management system. Our program is designed to integrate first-class adjusting and administrative services for our clients. Our claims-handling philosophy is one of close supervision and attention to detail.

Upon acceptance of Davies' services, our management team will meet with the District to design a claims-handling program that will include any or all of our service options, structured to fit your specific needs. Our public entity experience can free you to focus on the possibilities, not the liabilities, and our claims specialists, supervisors and account managers will work with you to deliver tailored solutions.

c How its recommended approach will meet the ITN's goals and objectives;

Davies offers an end-to-end range of comprehensive claims solutions and unmatched flexibility through our customizable services and pricing options, to accomplish your objectives. From process flows to reporting styles, every aspect of our adjusting solution is tailored to each client. This personalized approach, coupled with our best practices in claims handling, ensures a targeted focus on reducing the overall cost of claims, optimizing the customer experience, and eliminating avoidable litigation. Our claims-administration services include a truly customer-centric, boutique approach. The District will have direct access to your designated account managers, Nicole Stephens for workers' compensation and Chris Lewis for liability, as well as our executive leadership team.

Our approach fosters the development of strong working relationships and allows our assigned claims team to proactively focus on continuous improvement. Our highly experienced team is supported by a combination of sophisticated, flexible managed care solutions and a scientific approach to data analytics. These components work together seamlessly to return injured employees to work in the quickest possible time. Data analytics is critical to achieving optimum claim outcomes in workers' compensation. Davies' vast managed care and ancillary service offerings include triage & telephonic case management; field nurse case management; medical bill review; pharmacy benefit management; physical therapy; telemedicine; diagnostics; utilization and peer reviews; network access; Medicare, OSHA & EDI reporting; fraud investigations; subrogation recovery; and 24/7 telephonic and Internet-based claim reporting and intake services.

In addition, Davies will guarantee adherence to any specific claims-handling preferences and procedures the District wishes us to implement in the administration of your workers' compensation and liability claims, as well as agreeing to the specific performance measures outlined in the ITN.

Davies also utilizes benchmark goals for our claims staff, such as maintaining a high closure ratio; reserving accuracy; timeliness of appointment scheduling; accuracy and timeliness of indemnity payments; timeliness of excess reporting and reimbursement follow-up; adherence to and quality of diary; timely filing of forms, and more. Each adjuster is expected to maintain a 97% closure ratio. Closure ratio reports are reviewed monthly. Each time claims are reviewed on diary, the adjuster and supervisor will review to assess for the appropriateness and timeliness of closures. A monthly supervisory report is monitored for any open claims with no activity in the last 60 days to review for possible claim closures. Salary incentives are tied to performance measures which include closure ratios.

d Any risks or challenges it recognizes related to the District's goals or requirements;

We do not anticipate any risks associated with the Contract.

As described throughout the proposal, we enact the following processes to mitigate any potential risks:

- + Staffing and Performance Standards:** We ensure that dedicated personnel with the required expertise are in place and adhering to all performance standards as mandated by the agreement and Florida rules/regulations.
- + Quality Assurance:** We have a comprehensive quality assurance program, including ongoing supervision, claims reviews and audits, and performance metrics developed in partnership with our clients to ensure that our staff members are meeting/exceeding all performance expectations.
- + Robust Claims System:** We utilize an advanced, robust claims system with workflow automation and the ability to manage all claims effectively and efficiently.
- + Controls and Automated Workflow:** Our claims system has built-in controls to monitor data that is entered. All data that can be pre-validated is verified prior to the data entering our system. Our internal technical support team also monitors performance for data integrity on a consistent basis. All data that can be pre-validated is verified prior to the data. The claims adjuster and supervisor also verify information during the routine handling of claims and update the claim screens accordingly.

- + **Real-time Access:** Clients have real-time access to claims information for transparency and they can reach out to discuss any questions or concerns regarding claims data at any time.
- + **Account Management:** We will have a project/account manager assigned to your account to ensure efficient implementation activities according to agreed upon timelines that will be tailored accordingly to your specific requirements and expectations. We ensure consistent delivery of required reports and timely resolution of escalated issues to support informed decision-making.
- + **Cost Management:** We provide proper oversight of budgeted expenses, adherence to fee schedules, and effective management of claims volume to avoid financial risks.
- + **Litigation and Legal Management:** We coordinate with the District, TPA, and external counsel to avoid delays and ensure efficient dispute resolution.
- + **Data Management and Security:** We ensure compliance with all data protection standards, ensuring system security, and seamless management of claim files, particularly during transitions. We have robust security measures in place to safeguard all data and undergo annual SOC audits and maintain ISO27001 certification.
- + **Compliance Risks:** We meet obligations under Section 111 reporting and other regulatory requirements to avoid any liability or penalties.

We are fully committed to addressing these concerns through vigilant oversight, clear communication, and a collaborative approach with the TPA. By implementing robust monitoring mechanisms and ensuring alignment with contract terms, we aim to mitigate risks, enhance program performance, and deliver effective workers' compensation administration services.

e How it will ensure quality services are provided while ensuring costs are managed appropriately;

Davies' comprehensive Quality Assurance Program enforces many standards and protections to ensure that all claims are handled in the most accurate, efficient and cost-effective manner possible. These standards are monitored by our Director of Operations - TPA P&C Services and AVP of Compliance, and through regular internal reports.

For workers' compensation claims, the supervisor, adjuster and any assigned nurse case manager receive First Reports of Injury electronically as soon as they are entered into the claims system, facilitating an immediate investigation. Potential problems, special needs, or red flags are recognized and instructions are given to the adjuster or nurse case manager. All lost time and bodily injury claims, as well as any questionable medical only claims, are reported to the Index Bureau. If claim compensability is in question, the claim is monitored by the supervisor until a decision is made to pay or deny the file. For claims with questionable compensability that is more extreme or complex, Davies will work with our SIU to support our anti-fraud efforts.

For lost time and litigated cases, adjuster diaries are set at 14-day intervals to ensure the timeliness of indemnity payments and responses to petitions or other legal pleadings. This diary schedule enables the adjuster to forward information to defense counsel on a timely basis. Adjuster diaries for medical only cases are set at 30-day intervals to coincide with reserve reviews. Supervisors are required to review lost time files at least every 45 days. Managers and supervisors closely monitor the adjuster diaries to ensure each claim is being reviewed at the appropriate interval. We also run monthly reports to monitor compliance.

To ensure the quality of medical care, we enforce utilization management concurrently on all active cases and retrospectively. This service consists of the review of all treatment plans for appropriateness, medical necessity and causal relationship. All second opinions, independent medical examinations and expert medical advisor services are reviewed by the adjuster and/or assigned case manager. Focused and random reviews are performed. We believe that utilization review is necessary in order to achieve the goal of ensuring high-quality healthcare for injured employees while controlling costs.

Quality assurance audits are performed annually. Current status and outcomes are reviewed for appropriate medical care, level of medical case management and claims handling.

For liability claims, investigations are started immediately and directed by adjusters until all avenues are exhausted. We teach that no allegations should be taken at face value, but that facts should be checked with the best known source to ensure we understand our legal duties in each and every case. Recorded statements and interviews are conducted based on standardized company guidelines. Final liability assessments are generally made collaboratively by adjusters and supervisors once all information is compiled.

The Director of Operations and AVP of Compliance also monitor all claims for Medicare reporting requirements. Adjusters are instructed on how to remedy any data deficiencies relative to our electronic transmittals to Medicare. The system continues to automatically communicate with Medicare's database every month, even on closed files.

All supervisors or managers are required to review each claim prior to any settlement. This provides an extra layer of control on file

management and an examination of any potential Medicare issues before any payments are actually issued. Annual audits are conducted on liability accounts, too. File reviews are conducted with clients as desired.

✔ **Quality Control Program**

Davies upholds stringent performance criteria to ensure the efficient handling of liability and workers' compensation claims by our staff. Our evaluation and supervision processes are meticulously designed to maintain high standards of quality, accuracy, and professionalism in every aspect of claim management.

✔ **Performance Criteria**

- + **Quality of Claim Handling:** Our staff is evaluated based on their ability to effectively investigate, assess, and manage liability and workers' compensation claims, ensuring accuracy, thoroughness, and adherence to industry best practices and regulatory requirements.
- + **Timeliness and Efficiency:** We emphasize prompt and efficient claim resolution, evaluating staff performance based on their ability to manage claims within established timelines while minimizing delays and maximizing productivity.
- + **Customer Service Excellence:** Staff members are assessed on their communication skills, responsiveness, and ability to provide exceptional customer service throughout the claims process, prioritizing client satisfaction and retention.
- + **Legal Compliance:** Compliance with legal and regulatory guidelines is paramount in claims handling. Our evaluation criteria include adherence to legal protocols, ethical standards, and compliance requirements to mitigate risks and ensure legal soundness in claim management.
- + **Problem-Solving and Decision-Making:** We value staff members' ability to analyze complex situations, exercise sound judgment, and implement effective problem-solving strategies to resolve workers' compensation claims efficiently and satisfactorily.

Performance measures are a key metric used to evaluate timely claims handling. Adjusters and supervisors should maintain a 90% compliance ratio in categories such as initial contacts, diary review, subrogation potential, medical plan of action, average weekly wage determination and excess reporting. These metrics provide feedback on how well Davies is performing and exceeding best practice claim-handling guidelines. Monthly supervisory reports are monitored to ensure timely claims handling and that appropriate investigations for compensability are conducted. Davies utilizes benchmark goals for our claims staff, such as maintaining a high closure ratio; reserving accuracy; timeliness of appointment scheduling; accuracy and timeliness of indemnity payments; timeliness of excess reporting and reimbursement follow-up; adherence to and quality of diary; timely filing of forms, and more. Each adjuster is expected to maintain a 97% closure ratio. Closure ratio reports are reviewed monthly. Each time claims are reviewed on diary, the adjuster and supervisor will review to assess for the appropriateness and timeliness of closures. A monthly supervisory report is monitored for any open claims with no activity in the last 60 days to review for possible claim closures. Salary incentives are tied to performance measures which include closure ratios.

✔ **Supervision and Evaluation**

- + **Ongoing Training and Development:** Our supervisory team provides continuous support, guidance, and training to enhance staff knowledge, skills, and performance in liability and workers' compensation claim handling. Regular training sessions, workshops, and mentoring opportunities are provided to ensure ongoing professional development.
- + **Regular Performance Reviews:** Staff performance is regularly reviewed through formal performance appraisal processes, where supervisors assess individual performance against predefined performance criteria and provide constructive feedback for improvement.
- + **Quality Assurance Audits:** We conduct consistent quality assurance audits to evaluate the quality and accuracy of claim handling processes, identify areas for improvement, and ensure compliance with performance standards and regulatory requirements.
- + **Supervisor Accessibility:** Supervisors remain accessible to staff for guidance, clarification, and support, fostering an environment of open communication, collaboration, and accountability.

Claims professionals are evaluated through various means, including: claim audits, performance metrics, claims outcomes, customer service, client recognition, continuing education and supervisory observations. Quarterly evaluations are used to measure each employee's performance development and goals. Workflow reports and management reports are used to review individual work processes such as reserving accuracy, diary, case closure ratios, timeliness of contacts, bill payments, etc. We meet with our staff quarterly to discuss strengths and area for improvement. We also have management reports to monitor performance on a monthly or quarterly basis. Outcome-based evaluations are also involved in evaluating our adjusters and case managers. Average lost time

days, percentage of successful return to work and “below the split” assessments of PPD are some of the outcome-based criteria we review. By implementing rigorous performance criteria and providing effective supervision and evaluation mechanisms, we strive to maintain excellence in claim handling, ensuring optimal outcomes for our clients.

✔ **Where the Real Dollars are Saved**

Davies is committed to the success of our clients by maximizing cost savings. Our proposal highlights our ability to provide high-quality services that will exceed the minimum standards outlined within the ITN. Our management philosophy leads to a better claim product. This, in turn, leads to reduced claims dollars spent, which means that less of the client's dollars are spent. Because the claim dollars are the major cost of a self-funded program, this is where real savings can be realized. We customize each program to match the specific requirements of our clients. By selecting our services, Leon County Schools will realize significant savings in the following areas:

- + We audit medical and expense bills to contracted rates.
- + We build long-term relationships with our carefully vetted strategic business partners to yield the best results for our clients and their injured employees.
- + Our firm does not self-refer for ancillary services with the goal of gaining additional revenue. Referrals will only take place if they bring value to the claim, and only with the District's approval.
- + To help detect and deter fraud, we report all lost time claims and questionable medical only claims to the Index Bureau.
- + We minimize the number of claims going into litigation.
- + We contract with a legal bill review vendor, if desired, to examine defense counsel invoices for any unreasonable fees and/or inappropriate or questionable expenses.
- + We will handle all reporting, documentation, and recovery requirements on behalf of the District at no extra charge. Each claim which has subrogation potential is investigated and appropriate documentation submitted for collection. We pursue subrogation recoveries at no additional cost and have recovered more than \$45 million over the past five years for our clients.
- + We offer non-traditional sources of prescriptions at the lowest cost through re-directed billing.
- + To prevent overbilling, our QA Bill Reviewer reviews re-considerations and conducts interdepartmental audits of processed bills.
- + Our nurse case managers pursue and track medical cost savings (MCS), which is input directly into the claims system.
- + Hospital admissions, surgeries, and invasive procedures are pre-certified and reviewed for appropriate length of stay and services. This allows possible savings of claim expenses and ensures appropriate medical treatment.
- + We will provide mandatory Medicare reporting.
- + We maximize efficiency through advanced analytics and technology, including ODG by MCG in setting accurate reserves early in the claims process, predictive analytics that identifies claims that will respond favorably to medical case management treatment pattern alerts from care providers, analysis of costs and field case management usage along with live network performance monitoring to continuously evaluate, identify and direct care to the most effective providers on behalf of our customers.

To control medical management, cost, and vocational rehabilitation effectively, we employ a comprehensive approach:

- + **Medical Management:** Our strategy involves meticulous oversight of medical services to ensure that treatment is both appropriate and cost-effective. We utilize experienced nurse case managers who perform initial triage within 24 hours of claim receipt, coordinate care, and continuously monitor treatment plans. Our case managers work closely with healthcare providers to manage care progression and facilitate timely return-to-work plans. Additionally, we leverage advanced analytics and cost containment programs to review and negotiate medical expenses, ensuring that all treatments are necessary and aligned with industry best practices.
- + **Cost Control:** We implement a range of strategies to manage and control costs associated with claims. This includes setting realistic reserves, conducting regular claim reviews, and applying cost containment measures such as bill review and negotiation. Our team focuses on identifying and eliminating unnecessary expenses, optimizing claim outcomes, and ensuring that overall claim costs are maintained within budgetary constraints.
- + **Vocational Rehabilitation:** Our internal loss control employees can assist in developing return-to-work plans and provide expert support outside of standard claims administration services. We collaborate with external companies that offer job retraining and employment placement services for employees who cannot return to their prior positions. This approach ensures that we can

provide comprehensive vocational support tailored to the needs of each claimant, helping them to secure suitable employment and achieve a successful return to the workforce.

- + Risk Consulting and Safety: Davies is able to offer the District safety and loss control services through our Davies-owned company, Davies Risk Services, on an as-needed basis. Davies Risk Services has risk control consultants who can provide services to improve safety and health, productivity and bottom-line results. These consultants are well versed in OSHA regulations and can provide workplace-specific guidance to meet compliance standard needs.

By integrating these approaches, we ensure that medical management, cost control, and vocational rehabilitation services are managed efficiently and effectively, delivering high-quality care and support throughout the claims process.

Its approach differentiators; and

Flexible and Proactive Approach

Our dedicated approach, with adjusters exclusively assigned to the account, handling claims from initial notice through resolution, results in our adjusters being fully invested in the success of your program. Adjusters are trained in and measured against best practice benchmarks to quickly address any areas of improvement for immediate resolution and coaching. All best practice processes dictate proactive return-to-work strategies, including prompt initial and ongoing communication, assuring appropriate medical care is received, frequent follow up, thorough investigations, maintaining detailed diaries and assertive action plans, and ensuring high employee satisfaction. Reports that show current outcomes and trends over time can be readily run for data tracked in the system, including closing ratios, lag time, claim duration, as well as costs and savings.

Our claims-handling philosophy is one of close supervision and attention to detail. Customer satisfaction is key to our success and supports our 96% retention of self-insured clients in the last five years. We believe our industry success is due to our flexibility in structuring each program to mirror our clients' claims-handling philosophies and financial objectives. We continually tailor our services as our clients' needs evolve. Davies management team also maintains close involvement with every client, ensuring the quality and responsiveness of our customer service.

The considerable industry expertise that our staff has accumulated over the years gives Davies a key advantage in influencing claim outcomes. We are exceedingly thorough in our investigative efforts and reviews of injuries. We aggressively pursue subrogation recoveries that will help bring money back to your program. We are proven negotiators and dedicated litigation managers who are devoted to saving our clients' money. We believe that attention to even the smallest of claim details can lead to major overall improvements in claim outcomes.

In-House Resources

- + All key components of the program are offered in-house by Davies employees.
- + Our state-of-the-art electronic claims system provides all the tools, accessibility, flexibility and ease of use needed to successfully manage claims for the District. Document images are available for your review 24/7. Client note input allows for documentation and communication. Power BI reporting capabilities provide both standard reports and our query tool allows for report customization.
- + Our Information Services department and Help Desk are available to answer questions and assist the District with any IT needs at no extra charge.
- + We offer best-in-class technologies for Medical Bill Review with the compliance expertise to stay on top of requirements and understand changes.
- + Our in-house cost containment/bill review department enables us to offer our clients state-of-the-art cost containment programs at competitive rates.

Customer Service

Customer service is Davies' number-one priority. We pride ourselves in providing the best customer service in the industry. We require our claims teams to remain in close communication with our self-insured clients via telephone and email. Supervisors make monthly contacts with each client to ensure that they are receiving the best service possible. This also gives the supervisor an opportunity to discuss and resolve any concerns that may have developed. Adjusters are expected to maintain daily communication in order to confirm work status, reserve requests and conferences to provide a plan of action on difficult claims.

Injured workers also have the option to contact their assigned adjuster through our user-friendly engagement platform, DaviesConnect. This empowers them to understand and easily navigate the insurance claims process by increasing transparency,

improving communication, and streamlining access to resources, including allowing them to securely communicate with the claims team via text, email or in-app messaging. The portal can be accessed via their phone, tablet or computer to securely view details of their claim at any time.

Clients are kept informed about the status of claims through frequent communication with their assigned claims team by telephone and email as well as through monthly reports and regular claim review meetings. The District will also have 24/7 access to all your claims information through the Davies website, enabling you to access up-to-date information on the status of any claim at any time.

We prioritize transparent and consistent communication with our clients to ensure the highest level of service delivery and seamless sharing of claims information. Our communication strategy encompasses both formal and informal channels, tailored to accommodate the preferences and requirements of our clients.

► **Formal Communication**

We recognize the importance of structured communication methods to facilitate comprehensive updates and discussions. Therefore, we propose the following formal communication practices:

- + **Scheduled Meetings:** Regular phone or in-person meetings will be arranged as per mutually agreed upon schedules to discuss pertinent concerns, review progress, and align strategies.
- + **Routine Reports:** Our team will generate and share routine reports at agreed intervals, providing insights into claim status, performance metrics, and any relevant updates.

► **Informal Communication**

Informal communication channels are equally crucial for fostering a collaborative and responsive partnership. Our approach to informal communication includes:

- + **Real-time Access:** The District will have real-time access to claims information stored in our system, enabling quick and seamless updates and inquiries.
- + **Proactive Updates:** We are committed to providing proactive and informative updates to our clients, ensuring they are kept informed about significant developments and changes in their claims.

► **Accessibility and Responsiveness**

Our claims team remains easily accessible to address any queries or concerns that may arise. As part of our standard practices, we guarantee prompt responses to all phone calls and emails, with a commitment to returning communications within one business day.

► **Adapting to Client Preferences**

We understand that each client may have unique preferences regarding communication methods and frequency. Therefore, we are flexible and adaptable, willing to collaborate with clients to establish communication protocols that best suit their needs and preferences.

✔ **Innovation and Technology**

► **Advanced Claims System**

Our claims system, ClaimsVision by PCIS, is a robust claims, risk, and policy management platform driven by user configurability, intelligent business rules, and automated compliance. Built upon 40 years of insurance application knowledge, ClaimsVision utilizes the latest Microsoft .NET technology, reporting services, and Business-to-Business (B2B) infrastructure. ClaimsVision enables paperless processing, efficient claims management, and actionable analytics. ClaimsVision boasts industry-leading compliance automation for federal and state reporting.

Its many user-friendly features include:

- + Claims information organized into tables and stored in an encrypted SQL database
- + "Alerts" that can be set on a claim to help the adjuster remain aware of certain situations
- + "Warnings" which display if a claim reaches certain conditions

- + "Reminders" that can be set to trigger on a particular date
- + Advanced diary system to ensure each claim is examined periodically at a customizable interval
- + Tool to assist in properly setting the reserves on a claim, including integration with ODG
- + Tools for calculating any potential recoveries
- + Litigation module which tracks legal expenses and all upcoming depositions, mediations, and hearings in the litigation calendar
- + Imaged documents in paperless environment sorted by category
- + Medicare Screens to document the status of the Query and identify Medicare recipients
- + Limits which can be set to allow supervisors to monitor the progression of each claim's resolution
- + Email capabilities within the claim file
- + Client-customizable dashboards to view pertinent program metrics

Our claims system also includes:

- + **Built-in Dashboard:** Davies utilizes an analytics tool powered by Microsoft Power BI that is available to our clients. This tool allows clients to visualize data using a unified, scalable platform for business intelligence (BI) that is easy to use and helps you gain deeper insight into your data. It also allows for fast, AI-powered answers to your business questions — even when asking with conversational language. We have a team of programmers ready to assist with the creation of your custom BI environment.
- + **Enhanced Business Rules:** Attach business rules to virtually any button in the system and automatically generate emails, letters, reports, diaries, or notes on the completion of a task.
- + **Seamless Third-Party Integrations:** Our software integrates effortlessly with third parties. For example: EDI, ISO, Medicare, Medical Bill Review, Pharmacy Bill Review, OFAC, ODG and more.
- + **Browser Independent:** Our system is HTML 5 and CSS3 compliant, which also provides more freedom to use your favorite web browser, while also eliminating the need for Active X controls. This ensures a more personalized user experience as well as the ability to utilize mobile devices.

► **Managed Care Technology**

Our managed care technology enables us to deliver cost-effective and streamlined processes for our clients. This includes predictive modeling that identifies claims likely to benefit from medical case management, treatment pattern alerts from care providers, cost analysis, and the utilization of field case management. Additionally, we offer real-time network performance monitoring, allowing us to continuously assess, identify, and guide care to the most effective providers for our clients.

► **Report Production**

Davies maintains a large library of reports designed to illustrate claims-handling progress, program trends, and performance for our clients. With the integration of Microsoft Power BI within our claims system, the District can access real-time reports and dashboards at any time. Our Information Services department supports both our staff and clients by offering real-time access to claims and payment data. This system not only allows the generation of standard reports but also enables the configuration of customized reports to meet specific data needs

Typical standard reports include loss runs, check registers, and status reports. These can be accessed at any time through the Power BI platform, providing up-to-date information including monthly summaries of claims, reserved and paid amounts, and data requested by the District.

Our list of standard reports provided within the service fee include, but are not limited to, the following:

- + Alpha Claims List: Alphabetical Claims Listing Report
- + Loss Report
- + Detailed Loss Report
- + Detail Loss Run - Total Pages Only
- + Detailed Loss Report (Total Pages Only)

- + Summary Report by Policy
- + Full SIR Specific Excess Received or Anticipated
- + Half SIR Specific Excess Received or Anticipated
- + Payment Check Register: Check Register
- + Location Register: Check Register by Location
- + Claim Year Register: Check Register by Claim Year
- + Disbursement Report
- + Potential Recoveries Report
- + Actual Recovery Report: Detailed Listing by Claim Year, all recoveries received

Please see Appendix D for Sample Reports.

Real-Time Access

The District can have anytime access for multiple users to your claims information through our claims system, which is available 24/7 online. This offers a comprehensive view, claim by claim, of all the details, payments, expenses, reserves, adjuster notes, supervisor notes, diary items and more, in real time. Authorized users can enter a "Client Note" of your own, right to the claim file. When you do this, the adjuster is notified so they will know to look for your file note. Our claims application works with any HTML 5-compliant browser, including Chrome, Firefox, Safari, Internet Explorer 11, Microsoft Edge and many more. You can enter a "Client Note" of your own, into the claim file.

Here, with proper password access, you can examine:

- | | |
|---|-------------------------------------|
| + Claim detail, including dates and descriptions | + Recoveries (actual and potential) |
| + Reserve current levels | + Attorney information |
| + Payment summary and details of individual payment | + Doctor information |
| + Diary notes | + Litigation Calendar |

You can filter and summarize the list of payments based on:

- | | |
|-------------------------------|---------------------------|
| + Check issuance dates | + Pay types (one or more) |
| + Reserve types (one or more) | |

You can filter the list of diary notes based on:

- | | |
|---------------------|--------------------------------|
| + Note date entered | + Text string within the note |
| + Note type | + The class of the note author |
| + Note author | |

For the District's personnel, we are able to conduct ongoing training as needed, including training for our claims system, report production, mail/imaging/ documentation, workflow, payment and credentialing updates, etc. Davies also has a fully staffed IT Help Desk which is available to help clients with any technical issues or questions they may have, with the ability to escalate tickets after hours and on weekends to an on-call technician.

Why its solution represents the best value for the District.

We offer unmatched flexibility through our customizable service and pricing options, and as part of our value-added approach, provide a full spectrum of services at no additional cost to our clients. This includes subrogation recovery, SIF processing/ collection, Medicare reporting, 24/7 online access to claims information, standard /special reports, OSHA reporting, 1099 processing, check processing, aggregate collection, and more. Our program is tailored to integrate first-class adjusting and administrative services to meet your unique needs and to provide the best value.

Many of Davies' standard services are geared toward maximizing savings for the District. The two largest cost drivers in workers' compensation claims are prescription medication and physical therapy. We have developed cost-saving strategies for both of these services that will definitely have a positive impact for the District.

Davies has partnered with SPNet Clinical Solutions to manage the physical and occupational therapy needs of our clients' injured workers. This partnership has delivered significant savings to our clients, as we work with SPNet to prospectively manage the needs of all stakeholders throughout the episode of care, contributing to an industry-leading 97% network penetration rate.

Prescription medications are also a primary concentration for Davies. We partner with Enlyte as our pharmacy benefit management provider. Physician dispensing has increased significantly over the last several years. When physicians repackage medications to dispense through their office, the fee schedule no longer exists for that prescription and physicians charge exorbitant fees for these medications. We spend time educating physicians on the impact of these fees for our clients, specifically governmental entities who have limited budgets. Finally, the Davies approach to litigation management will provide considerable impact on program costs as well. The District (when using outside counsel) should see a decrease in legal costs due to our proactive litigation management approach.

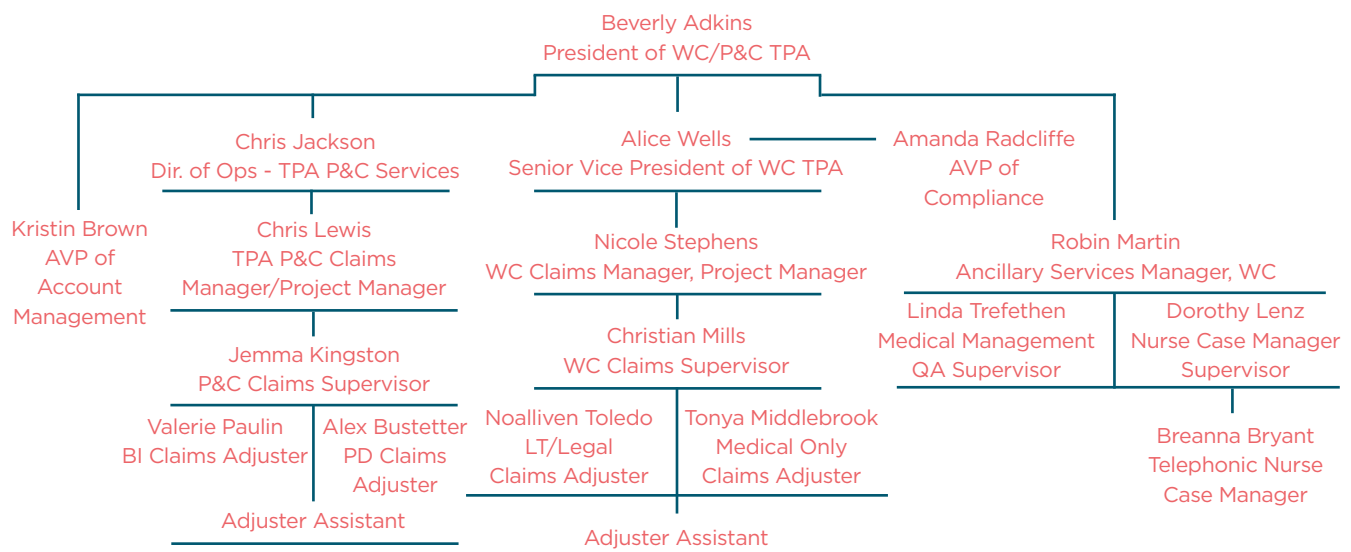
2. Subcontractor Information

■ If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

Davies does not utilize subcontractors. All core services are provided in-house by Davies employees.

3. Staffing Plan

■ The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide the resume(s) and background information of the staff that will be assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.



Davies will appoint Nicole Stephens as the workers' compensation project manager. We will also appoint Christian Mills as your claims supervisor, Noalliven Toledo as your lost time/legal adjuster, Tonya Middlebrook as your medical only adjuster, and Breanna Bryant as your telephonic nurse case manager. All personnel on the team will be responsible to Ms. Stephens, your primary workers' compensation team contact.

Davies will appoint Chris Lewis as your liability project manager. We will also appoint Jemma Kingston as your claims supervisor, Valerie Paulin as your BI adjuster and Alex Bustetter as your PD adjuster. All staff working on this team will be responsible to Mr. Lewis, your primary liability team contact.

Resumes for all key personnel are provided below, along with an organizational chart outlining the hierarchy of key personnel. Staff assigned to your account have been trained in both risk management and in claims adjusting. This combination allows the designated teams to give the best possible service to the District. Davies has the staff, experience, capabilities and flexible approach to meet your needs today and to be there for you in the future.

Executive Personnel Bios

Beverly Adkins President – WC/P&C TPA

Ms. Adkins joined Johns Eastern, now part of Davies, in 1986 after graduating from the University of South Florida with a Bachelor of Arts degree in Finance. She has served in various branch offices, including Tampa, Clearwater, and Jacksonville, Florida. Ms. Adkins was promoted to Claims Manager of the Orlando Branch in 1990 and Executive Director of Centralized Claims in Sarasota, Florida in 2001. She was promoted to Vice President of Special Account Services in 2004, to Executive Vice President in 2008, and to President of WC/P&C TPA in 2024.

Ms. Adkins is licensed as an all lines adjuster in Florida. She earned her Associate in Claims designation in 1989 and her Associate in Management in 1993. She is presently working on her CPCU designation. Ms. Adkins has experience handling all-lines, including Workers' Compensation, General Liability, Automobile Liability, Professional Liability, Homeowners, and Commercial Property claims.

Ms. Adkins serves on the board of the Florida Association of Self-Insurers (FASI). She is a member of the Bradenton/Sarasota Claims Association, the Association of Workers' Compensation Claims Professionals, the Risk and Insurance Management Society (RIMS), and the Public Risk and Insurance Management Association (PRIMA). She is also an associate member of the Georgia Workers' Compensation Association (GWCA), Florida Educational Risk Management Association (FERMA), Virginia Self-Insurers Association (VSIA), and Pennsylvania Self-Insurers' Association (PSIA), as well as an affiliate member of North Carolina PRIMA, South Carolina PRIMA and the University Risk Management & Insurance Association (URMIA).

Alice Wells Senior Vice President – WC TPA

Ms. Wells joined Davies in 2006 and has over 30 years of experience in the industry. Throughout her career, she has held various leadership roles to include Claims Supervisor in 2007, Claims Manager in 2009, Director of TPA Operations in 2014, and Executive Director of TPA Operations in 2020. In 2024, she was promoted to Senior Vice President of WC TPA for Davies.

As Senior Vice President, Ms. Wells is responsible for the overall operational production and strategic direction of the workers' compensation unit for self-insured clients. She oversees key functions such as budgeting, business development, bill review, nurse case management, and client relationship management. Her role involves driving operational excellence, ensuring compliance with industry standards, and fostering innovation to enhance service delivery and client satisfaction. Ms. Wells has extensive experience working with a diverse range of clients, enabling her to effectively address their unique needs and challenges.

She holds the designation of Board Certified All-Lines Adjuster and is a member of the Association of Workers' Compensation Claims Professionals. Additionally, Ms. Wells has obtained her Certification of Workers' Compensation Litigation Management (CWCL) and her Associate in Claims (AIC) designations. She is currently pursuing her Associate in Management (AIM) designation through The Institutes, further demonstrating her commitment to professional development and excellence in the field.

Kristin Brown, AVP of Account Management - WC TPA

Ms. Brown joined Davies/Johns Eastern in 2012 as a workers' compensation adjuster managing lost time claims for self-insured public and private entities. In 2015, she was promoted to Account Manager, serving as the primary contact for clients' administrative and regulatory needs, ensuring seamless communication and efficient resolution of issues. By 2018, she advanced to Special Accounts Supervisor, overseeing both the Account Management and Marketing Departments. In this role, she was responsible for

developing and implementing strategies to enhance client satisfaction and retention. In 2020, Ms. Brown was promoted to Manager of Special Account Services, managing a team dedicated to providing tailored services for high-profile clients. She also took on the role of primary contact for new client implementation, guiding clients through the onboarding process and ensuring a smooth transition. Ms. Brown's comprehensive understanding of client needs and her ability to foster strong relationships have been instrumental in her success.

Ms. Brown holds a General Lines (Property & Casualty) Agent License, obtained in 2017. She earned a Bachelor's degree in Public Health from the University of South Florida. Additionally, she achieved her Associate in Risk Management (ARM) designation in 2019 and her Associate in Management (AIM) designation in 2020. She is currently pursuing her Associate in Claims (AIC) designation.

WC Claims Team

Nicole Stephens

WC Claims Manager/Project Manager

Ms. Stephens joined Johns Eastern, now Davies, in early 2016, handling claims for self-insured public and private entities. In 2019, she was promoted to claims supervisor, and in 2022 she was promoted to claims manager. As Claims Manager, Ms. Stephens is responsible for overseeing the full spectrum of the claims process for both public and private self-insured entities. Her role includes managing reserving practices, conducting detailed case file analysis, leading investigations, and handling subrogation and litigation management. Ms. Stephens ensures that claims are handled efficiently and in compliance with industry standards while supporting her team to achieve optimal outcomes for clients.

Ms. Stephens is a Board-Certified All-Lines Adjuster and has earned the Certification of Workers' Compensation Litigation Management (CWCL) and the Associate in Claims (AIC) designation. Currently, she is working toward the Associate in Risk Management (ARM) designation through The Institutes

Christian Mills

WC Claims Supervisor

Ms. Mills, a seasoned insurance management professional with over 18 years of experience, will serve as the supervisor for your account. She brings extensive expertise in claims management and operational leadership, with a strong track record of leading high-performing teams, implementing strategic initiatives, and driving operational excellence. Ms. Mills is committed to optimizing client service and satisfaction, fostering strong relationships, and delivering measurable improvements in performance metrics. Her empathetic and innovative leadership style has made her a trusted problem-solver and mentor in the industry. Certified to adjudicate workers' compensation claims in multiple states, she has a robust background in developing training programs, streamlining claims processes, and enhancing service delivery. With her dedication to excellence and a results-oriented approach, Ms. Mills will ensure the seamless oversight and management of your claims program.

Ms. Mills holds a Bachelor of Fine Arts in Speech Communications with a focus on Public Relations from Valdosta State University, graduating cum laude. She is a Ronald McNair Institute Fellowship recipient and completed a marketing and advertising internship at the University of Tennessee-Knoxville. Ms. Mills is also licensed to adjudicate workers' compensation claims in multiple states, including Alabama, Arkansas, Florida, Georgia, Kentucky, Maine, Mississippi, North Carolina, and South Carolina. She is a Certified Workers' Compensation Professional (CWCP), and is actively pursuing her Chartered Property Casualty Underwriter (CPCU) designation, reflecting her commitment to ongoing professional development.

Noallivan Toledo

LT/Legal Adjuster

Noalliven Fae Marquifio-Toledo holds a Juris Doctor degree and has extensive experience in managing claims, particularly school board claims, which involve unique injury and claim characteristics. She brings a wealth of expertise in legal case management. Her background allows her to efficiently manage stakeholder relationships and oversee complex claims.

Her vast experience in handling public entity claims ensures she is well-equipped to navigate the complexities of these types of claims, particularly those involving public institutions such as school boards.

Tonya Middlebrook

Medical Only Adjuster

Ms. Middlebrook will serve as your designated medical-only adjuster, bringing over a decade of experience in claims management, workers' compensation, and disability services. She has extensive expertise in analyzing and adjudicating claims, including determining benefits for workers' compensation and Social Security Disability Income (SSDI), ensuring compliance with regulatory

guidelines, and maintaining clear communication with all stakeholders. Ms. Middlebrook is well-versed in managing medical documentation, coordinating with treating physicians, and facilitating claim resolutions to achieve optimal outcomes. Her strong background in medical claims and disability case management positions her to efficiently handle medical-only claims with precision and care, ensuring seamless support for injured workers and adherence to client expectations.

Ms. Middlebrook holds an associate degree in Applied Science, which has provided her with a strong foundation for her career in claims management and medical coordination. She is a licensed adjuster in multiple states, demonstrating her comprehensive knowledge of insurance regulations and claims handling practices. Her education and licensing reflect her commitment to maintaining high standards of professionalism and staying current with industry requirements.

Breanna Bryant **Telephonic Nurse Case Manager**

Ms. Bryant joined Davies in 2023 as a nurse case manager with more than 10 years of experience in nursing and patient care, including more than four years as a registered nurse in the operating room at University of Alabama at Birmingham Hospital. A licensed Registered Nurse, Ms. Bryant is board-certified in medical-surgical nursing and has also worked as a patient care assistant, adjunct clinical instructor, and clinical research nurse coordinator III. She also spent nearly two years working as an insurance receivables specialist.

During her career, Ms. Bryant has performed complex clinical procedures, administered medications, and provided quality patient care for adults with a variety of medical needs. As an operating room nurse, she worked primarily with the gynecological surgical team, while also assisting other perioperative teams as needed, including ECT, ENT, GI, neurosurgery, orthopedics, plastic surgery, surgical oncology, transplant trauma and urology. Ms. Bryant earned a Bachelor's degree in nursing and a Master's degree in Nursing at the University of Alabama at Birmingham.

Liability Claims Team

Chris Jackson **Dir. of Operations - TPA P&C Services**

Mr. Jackson is a graduate of St. Cloud State University in Minnesota, where he obtained a Bachelor of Science degree in Business Marketing. He has continued his education by obtaining his All Lines Adjuster License and a Legal Principles Claims Specialist designation through the American Educational Institute. He has attended various continuing education seminars, and obtained his AIC designation in 2012.

Mr. Jackson entered the insurance industry in 1997. His experience includes handling all facets of automobile losses and general liability claims. In 2004, Mr. Jackson served as Claims Manager for Infinity Insurance, where his duties included hiring, supervising and training auto claims adjusters.

In 2008, Mr. Jackson joined Johns Eastern as a Senior Adjuster and was soon promoted to Liability Claims Supervisor, handling self-insured municipalities and school board accounts. He was responsible for their Automobile Liability, General Liability, Professional Liability and Property programs. In 2017, Mr. Jackson was promoted to Property & Casualty Quality Assurance Manager, overseeing subrogation and excess recoveries. He was also responsible for the overall operational production of Medicare reporting and branch audits. In 2020, Mr. Jackson was promoted to Director of Operations - TPA P&C Services.

Christon Lewis **P&C Claims Manager/Project Manager**

Mr. Lewis joined Davies, formerly Johns Eastern, in 2019 as a bodily injury adjuster and has over 22 years of experience in the insurance industry as a claims adjuster. He was promoted to Claims Supervisor in 2020 and then to Claims Manager of our TPA P&C Unit in 2021. Mr. Lewis has successfully addressed a wide range of claims throughout his career, including personal injury, property, and liability claims. He is an expert in claims investigation procedures including collecting, identifying, classifying, and analyzing evidence. He has extensive experience in bodily injury claim evaluations gained during his time as an adjuster and also during his tenure as a case manager with the country's largest personal injury firm.

Mr. Lewis has a Bachelor's degree in Legal Studies from Florida Gulf Coast University, a Master's of Business Administration from Florida A&M University, and also obtained his Juris Master's in Finance/Insurance from Florida State University. He is currently pursuing a Doctor of Business Administration from Saint Leo University. Mr. Lewis maintains an active Florida adjuster's license and is committed to continuing his professional development through participation in The Institutes as well as through continued pursuit of academic degrees.

Jemma Kingston **P&C Claims Supervisor**

Ms. Kingston joined Johns Eastern, now a part of Davies, in 2021 with more than 15 years of experience handling property, general liability, and 1st and 3rd party personal and commercial automobile liability claims, including serious bodily injury cases. She excels at handling claims of varying complexity and is adept at overseeing all aspects of claims investigation, including assessments of liability exposure and damage, reviewing statements, evaluating and ensuring appropriate reserves, setting effective action plans, maintaining detailed diaries, negotiating settlements, and working toward the swift and cost-effective resolution of claims to achieve targeted closing ratios. Ms. Kingston also has many years of experience handling litigated files, recognizing fraud indicators, and identifying subrogation opportunities.

Ms. Kingston holds an active resident All-Lines 6-20 adjuster license in the State of Florida and has a Bachelor of Science degree in Criminology from Florida State University.

Valerie Paulin **P&C BI Adjuster**

Ms. Paulin joined Johns Eastern, now a part of Davies, in 2021 with over 30 years of experience adjusting general liability and commercial automobile BI and PD claims, including resolving first and third party total loss. She is an expert at managing, investigating, negotiating and resolving claims, including litigated files. Ms. Paulin also has experience reviewing and processing dwelling flood claims resulting from hurricanes in Florida and Texas.

Ms. Paulin holds an active 6-20 All Lines adjuster license in the State of Florida.

Alex Bustetter **P&C PD Adjuster**

Mr. Bustetter joined Davies, formerly Johns Eastern, in 2022 as a team assistant/adjuster trainee for our Property & Casualty Unit. He holds an All-Lines adjuster's license in the State of Florida.

Mr. Bustetter brings to the position nearly 10 years of experience as a field technician, senior technician, field supervisor, customer care coordinator and project manager for a water mitigation and mold remediation company. He is experienced at responding to, inspecting and mitigating water losses and mold damage; writing estimates using Xactimate; scheduling technicians, contractors and other vendors; water damage and fire restoration; communicating with adjusters and claimants regarding claim status; and providing exceptional customer service.

Quality Assurance Personnel Bios

Amanda Radcliffe, **AVP of Compliance**

Ms. Radcliffe joined Davies in 2003. Throughout her adjusting career, she specialized in managing litigated claims for self-insured clients across public and private sectors. Her expertise encompasses thorough investigation, adept negotiation skills, and effective management of presumption claims.

Throughout her tenure, Ms. Radcliffe has held pivotal roles, including Claims Supervisor in 2008, Claims Manager in 2014, and Quality Assurance Manager in 2016. As of 2024, Ms. Radcliffe serves as AVP of Compliance, providing strategic oversight across several critical areas. This includes ensuring compliance with regulatory requirements and EDI (Electronic Data Interchange). She also oversees the Pay Department, which involves managing and maintaining oversight of client bank accounts to ensure accuracy, timeliness, and compliance with financial regulations. Additionally, Ms. Radcliffe monitors and addresses findings from compliance and performance evaluations through CPS findings, aiming to enhance operational efficiency and ensure adherence to regulatory standards. She further conducts comprehensive branch audits to assess compliance with internal policies, regulatory standards, and best practices, driving continuous improvement initiatives within the organization.

Ms. Radcliffe holds an Associate of Arts degree in Accounting and a Bachelor of Science degree in Finance from the University of South Florida. She attained her Associate in Claims (AIC) designation from The Institutes in 2021 and her Certification of Workers' Compensation Litigation Management (CWCL) designation from the Association of Workers' Compensation Claims Professionals in 2023. Ms. Radcliffe is licensed as an Accredited Claims Adjuster (all lines) in Florida and holds adjuster licenses in Florida, Georgia, North Carolina, and South Carolina.

Linda Trefethen, LPN **Medical Management Quality Assurance Supervisor**

Ms. Trefethen joined Johns Eastern, now a part of Davies, in 2003 with eight years of experience as a workers' compensation adjuster. In 2005, she was promoted to claims supervisor overseeing workers' compensation claims for municipalities, school boards and private entities.

Ms. Trefethen assumed responsibility for medical management quality assurance in 2008, bringing over 30 years of experience in the nursing field to this position. Ms. Trefethen currently monitors network penetration, serves as network liaison, triages new claims, trains providers at on-site clinics, and develops our in-house Network as needed to complement our contracted networks. Ms. Trefethen has also had an integral role in Medicare Secondary Payer Reporting implementation for our clients.

Ms. Trefethen is a licensed All Lines adjuster and a licensed practical nurse. She continues her education through case law, and industry seminars, workshops and conferences.

Medical Management Leadership

Dorothy R. Lenz, RN, BSN, CCM, COHN-S **Nurse Case Manager Supervisor**

Ms. Lenz joined Davies (formerly Johns Eastern) in 2006 and was promoted to Nurse Case Manager Supervisor in 2015. She obtained her degree in nursing from Helene Fuld School of Nursing in Trenton, New Jersey and her BSN from the Southern College of Seventh Day Adventists in Collegedale, TN.

Ms. Lenz has over 30 years of experience in the field of nursing. She began her career in medical surgery and was previously employed as the Occupational Health Nurse and Case Manager at Blake Medical Center for 10 years, where she was responsible for 1,500 employees and volunteers. She participated in the success of Blake Medical Center becoming a merit site in OSHA's Voluntary Protection Program.

Ms. Lenz also completed a case management course at the Florida Risk Management Institute in 1997. Her extensive case management experience benefits her work as a supervisor of medical management services. Ms. Lenz is licensed in multiple states, including Florida. She received her Certified Occupational Health Nurse - Specialist (COHN-S) certification in 2000 from the American Board for Occupational Health Nurses, Inc. and in 2012 she received a Certified Case Manager (CCM) certification from the Commission for Case Manager Certification.

Robin Martin, RN **Ancillary Services Manager**

Ms. Martin joined Davies (formerly Johns Eastern) in 2017 as a nurse case manager with more than 30 years of nursing and management experience. Prior to coming on board, she worked as a Health Services Coordinator, Medical Operations Manager and Medical Director for a large, self-insured employer. In those positions, Ms. Martin was responsible for developing and implementing medical policies and procedures to ensure the health and safety of employees. She had oversight of four medical clinics and negotiated cost-effective medical contracts.

Ms. Martin was promoted to Ancillary Services Manager at Davies in 2020 and is currently responsible for overseeing our Medical Management services, Cost Containment services, Medical Networks and Medicare reporting.

Ms. Martin has a Bachelor of Science degree from Georgetown University and is currently licensed as a registered nurse by the states of Florida and New York. She is committed to continuing education through industry workshops and seminars.

IT Personnel Bios

Jason Ricci, **Head of IT Claims Solutions**

Mr. Ricci joined Davies/Johns Eastern in 2009 as Information Services Manager. Before joining Johns Eastern, he was Director of I.S. Support for the Golf Channel. During his time at the Golf Channel, Mr. Ricci worked for two years as a Systems Support Analyst, two years as a Project Manager and three years as Director of I.S. Support. As Director, he planned, budgeted, and developed staff and customer relations. Mr. Ricci earned his undergraduate degree from the University of Florida in Management Information Systems. He graduated with Honors, obtaining a master's degree in business administration from the University of Central Florida.

Tab D: Service Area Detail

■ Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District at no additional cost.

Third Party Administration & Claims-Adjusting Philosophy

Davies consists of claims managers and independent adjusters. Our livelihood is made by handling claims, and our policies and procedures have been developed to provide the highest-quality work product that minimizes the District's financial exposure. Trust us to be your partner in protecting your interests by pairing our specialized claim resources with knowledge of your unique needs. This section will describe the more important policies, procedures and philosophy used by Davies.

✓ Adjuster Claim Volume

It is our desire to limit an adjuster's case load to a manageable level. The purpose of this case load limit is to provide a high-quality work product with the integrity, experience and results for which Davies is recognized.

We adhere to the following average case load policy:

- + Lost Time: 150 claims
- + Medical Only: 225 claims
- + GL/AL - BI/PD: 150 claims

This volume is easily monitored by claims management through the use of internal reports. This volume will vary slightly depending upon the severity of the claims being handled and the complexity of the account. This philosophy reduces adjuster turnover and allows the adjuster to devote the proper amount of time to each claim. By devoting the proper amounts of time on a regular basis, the need for crisis claims handling is eliminated. Your input is welcomed in evaluating your account representatives.

✓ Case File Analysis

Case file analysis is a management plan for each file that analyzes all important issues and allows the development of an action plan to bring the claim to conclusion. This analysis includes issues such as:

- | | |
|--|---|
| + Medical questions or liability concerns | + Contribution or subrogation questions |
| + Compensation questions or Sovereign Immunity questions | + Medicare issues |
| + Subrogation questions | + Any other questions dictated by the facts of the case |
| + Damage assessment | + Possible defenses |
| + Field investigation questions | |

This process occurs immediately upon receipt of the new claim, and involves the claims supervisor and the adjuster. This analysis is then reviewed through our diary system on a regular basis to ensure both the proper completion of tasks, and the updating of the Action Plan as more facts become known.

✓ Initial Contacts

Our experience as claims adjusters teaches us that early and meaningful contacts with the injured employee, the employer, and the medical provider are instrumental in returning the employee to work and reducing claims costs. Initial contacts made timely with injured claimants helps with controlling the claim and preventing needless litigation.

Our three-point contact initiates an early call to the employee/claimant to determine:

- + Compensability/Liability Issues
- + Medical Treatment
- + Emergency Issues

This is required to be done within 24 hours of the adjuster's/nurse case manager's receipt of all lost time and bodily injury claims.

The employer contact is designed to clarify any questionable information and to confirm information relayed by the injured employee or the third party claimant. The initial contact with the medical provider is instrumental in identifying cases where treatment might be prolonged, resulting in the employee losing time, and to obtain a treatment plan.

✓ **Indexing**

All bodily injury claims, all lost time claims, and questionable medical only claims are reported to the Index Bureau. We recommend filing indexes every six months until the claim is closed.

We participate in the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury Compliance Service which became available through ISO ClaimSearch as of April 1, 2003.

This screening allows us to comply with requirements of the OFAC to ensure that our organization does not pay out money to a person or organization involved in terrorism, international narcotics trafficking, or activities related to the proliferation of weapons of mass destruction. Individuals or organizations on the OFAC list are caught early in the life of the claim, so we do not wait until payment to find that a claimant is on the list.

✓ **Statements**

Our investigation of liability or compensability of injury may require recorded statements of:

- | | |
|---------------------|-------------|
| + Injured employees | + Witnesses |
| + Injured claimants | + Employer |

The statements may be taken in person or telephonically. Recorded statements should always be taken in any claim involving serious bodily injury, death, or as needed in the opinion of the handling adjuster or supervisor. Statements will also be taken at your request. The entire statement is stored as a .wav file and can be accessed through the claims system at any time. Where appropriate, we will analyze statements taken from witnesses as part of the investigation.

The investigating adjuster will document key points of the interview in the file by entering them into the claims system, allowing access to the results by the District. Our field adjusters and assigned telephonic adjusters have received specialized instruction and training in recorded statement techniques.

✓ **Diary**

Diary reviews are used to update the case file analysis and Action Plan. Claim files are reviewed by the adjuster and supervisor throughout the life of the file. The supervisor and/or manager has the ability to do a complete file review through the claims system. The adjuster's file notes contain specific excerpts from pertinent correspondence.

Items of special interest that are reviewed are:

- + Appropriate and timely contacts
- + Adherence to the Action Plan and modification where necessary
- + Reserves
- + Proper calculation and payment of benefits
- + Excess reporting, recoveries, and application of special deductibles
- + Issues of compensability/liability
- + State Form filing
- + File documentation
- + Medical Management Services
 - Approved providers
 - Securing initial treatment plan
 - Checking accuracy of impairment ratings
 - MMI obtained in accordance with treatment parameters
 - Overutilization review

✓ **Reserving Philosophy & Practices**

It is our philosophy that a case reserve should represent the amount of money it will take to eventually close or settle the case. Initial reserves are set when a claim is entered into our system based on the information available at the time. The reserves are then reviewed every time the adjuster and/or supervisor handles the file, or at a minimum, every 30 days.

Due to the long-term nature of many injuries, reserves will be fluid. A special review of the reserves will take place and reserves may change when any of the following occurs:

- + Litigation is instituted
- + Settlement is contemplated
- + Return to work
- + Perfection of a recovery
- + Medical information warrants a change
- + The file is reviewed by the adjuster or supervisor
- + MMI

Reserving on any file will be reviewed with the client at their discretion. A reserve evaluation worksheet is completed whenever the reserve will be changed. We also utilize analytics offered by ODG by MCG in setting an accurate reserve early on in the claims process. The reserve worksheet is available for client review through the claims system.

A complete reserve history is maintained and available for review by:

- + Leon County Schools
- + Outside auditors or actuaries
- + Claims manager/supervisor
- + Excess carrier

✓ **Legal Management**

Legal action is to be anticipated on any claim, and while the adjuster's goal is to prevent litigation through prompt and thorough investigation and aggressive claim handling, the adjuster should be prepared to deal directly with claimants' attorneys and utilize outside or in-house legal counsel only as necessary.

Davies is a strong advocate of maintaining adjuster presence and involvement in the management of legal files. Our adjusters will remain involved with defense counsel in preparation for defense or settlement of the case. This means defense counsel could utilize the adjuster for additional investigation, interviewing more witnesses, and negotiating settlements with the claimant or their attorney, as well as other tasks. The adjuster will prepare and maintain files necessary for the legal defense of claims and/or other litigation. Adjuster management of legal files has demonstrated significant defense cost savings to the client.

After defense counsel is assigned, the adjuster will work with the attorney to develop a litigation plan. In litigated claims, our adjusters will provide regular reports to the District and copy defense counsel, and will communicate with counsel as necessary to the investigation and litigation strategy. We expect to be involved in decisions involving discovery, surveillance, engagement of expert witnesses, and scheduling of mediations, attend hearings, depositions, mediations, and other proceedings. The adjuster will also attend hearings, deposition, mediations and other proceedings as necessary, and he or she will provide an updated written file note within 48 hours after the hearing, deposition, mediation or other proceeding.

Throughout the litigation process, our adjusters make recommendations for action and will act as an advocate for the District to keep the case on track.

Davies will work with the District's preferred defense counsel, or we can recommend alternative defense firms with whom we have had extensive experience and negotiated preferred rates.

✓ **Legal Bill Review**

As part of our ongoing efforts to manage and monitor claims-related expenses, of which legal expenses comprise a significant portion, Davies has contracted with Legal Bill Review, Inc. (LBR) to examine defense counsel invoices, if the client approves. The adjuster works closely with LBR if there are any disputes. Our goal is to continue to provide quality service to our clients by implementing a legal cost containment program without impacting the adjuster's relationship with defense counsel.

If a client chooses to utilize legal bill review, their defense counsel will be provided with reporting and billing guidelines and will be expected to submit all invoices generated on behalf of Leon County Schools in compliance with the guidelines. LBR will review each invoice for any unreasonable fees and/or any inappropriate or questionable expenses, verify hourly rates billed and that secretarial tasks were not billed at attorney rates. If the client doesn't wish to utilize LBR's services, the adjuster will review the bill for work performed and fee agreements.

These services are billed to the file as an allocated loss adjustment expense.

✔ **Recoveries**

As part of our services, we will handle all reporting, documentation and recovery requirements on behalf of the District. Management reports are provided regularly, which track all recoveries. All recovery efforts are handled by Davies adjusters at no additional cost to the District.

▶ **Subrogation**

Each claim which has subrogation potential is investigated and appropriate documentation submitted for collection. Preservation of needed evidence is established. Appropriate experts are assigned to provide a basis for recovery if approved by the District. Any District property that sustains damage that is non-repairable is put to bid for salvage if authorized by the District.

▶ **Special Disability Trust Fund (SDTF)**

Davies takes an aggressive approach to SDTF recoveries. We will prepare SDTF submissions for reimbursement.

▶ **Indemnification**

The adjuster documents the indemnification potential under the indemnity tab in the recovery section of the claims system. The Recovery Specialist will enter the amount of the indemnification recovery in the claims system, and if a partial payment; will so indicate. The adjuster follows up with the party responsible for the indemnity payment, if the terms of the recovery are not being met by the payer.

▶ **Excess Insurance**

All losses meeting the criteria outlined by your excess carrier will be timely reported. Status reports will be provided on a regular basis. We will submit quarterly requests, unless directed otherwise, to the excess carrier for reimbursement in excess of the Self-Insured Retention (SIR). All reimbursements will be recorded into the claim and total incurred for the policy period.

▶ **All-Lines Aggregate Loss Fund**

Davies monitors on a regular basis through its database and specially designed reports the insured's aggregate loss fund. Through a combination of these reports and procedures, Davies is able to perfect recoveries for payments in excess of the All-Lines Aggregate Loss Fund. We are able to look at specific retentions by line of coverage and determine which deductible (where there are multiple deductibles) is applicable. All-lines aggregate recoveries become possible when payments for all lines of coverage exceed the loss fund. The payments are reduced by any recoveries such as SDTF, subrogation, indemnification, or specific excess.

▶ **Client Obligation**

It is the responsibility of the District to provide accurate coverage information regarding any insurance policies insuring claims covered by this contract. The information for all claim years that Davies is handling shall be made available to us within 90 days of contract inception. New insurance information on renewal years shall be made within 90 days of renewal date. Excess information shall include name and claims reporting address and phone number of all carriers, policy number, effective dates, limits of liability, deductibles, specific retentions and loss funds. Actual policies shall be provided. This information is required for each claim year that Davies is handling for the employer. If this information is not made available as outlined in this paragraph, Davies will not be responsible for any penalties, interest, or reductions in excess recoveries because of late reporting.

✔ **Reporting**

The development of our claims system allows our adjusters to make unlimited entries into the claim file notes regarding every aspect of the claim. This minimizes the need for formal reports on all but the most complex claims.

Formal or special reports may be done at the request of the District in cases:

- + In accordance with excess reporting requirements
- + Catastrophic cases
- + For settlement authority
- + Cases involving complex litigated issues

A customized reporting procedure will be instituted at the request of the District.

✔ **Claim Review Meetings**

As part of our administrative services, Davies will hold quarterly or semi-annual management meetings with the District. These meetings can be held telephonically, at your facility, or at ours. This gives you the opportunity to meet your claims team and allows our staff to become familiar with your personnel.

Attendees available from Davies are:

- + Management and/or administration personnel
- + Claims manager/supervisor
- + Claims adjusters
- + Nurse Case Manager

Other attendees may be recommended are:

- + Client representatives
- + Safety/Loss control
- + Defense attorney

Recommended topics to be reviewed are:

- + Detailed review of claims
- + Review of reserves and financial needs
- + Review of catastrophe losses
- + Coordinated review with safety/loss control personnel
- + Review of loss runs and financial exposures
- + Review of potential recoveries
- + Review of light-duty programs and their effectiveness
- + Review of overall risk management concerns and program

Medicare Reporting

As a result of the Medicare Secondary Payer Mandatory Reporting Act of 2007, Davies developed programming to accommodate the demands set forth by the reporting requirements.

Davies will provide MMSEA Section 111 reporting for all of the District's claims. With our MSA business partners, we maintain a high success rate on Medicare Set Aside submissions.

- + We will collect the required data from our claims system and electronically file submissions
- + We will report necessary data to Medicare by way of an electronic bridge with Medicare
- + We will provide the Medicare reporting service at no charge to our clients
- + We will assign lien verifications or MSAs that may be required at the time of settlement
- + We will research all Medicare liens in conjunction with the MSA business partner

We believe our solution ensures compliance with Medicare's guidelines for reporting and our goal to provide excellent client service. It is the responsibility of the client to provide Davies with all Medicare claim input SUBMISSION and RESPONSE information within the transfer of claims. The information provided must include all Query submission, Query response, claim input submission and response files available back to 01/01/2010. If this Medicare data is not made available to Davies by the District at least 30 days prior to the next quarter submission, Davies will not be responsible for any penalties, interest or any other liabilities because of the late reporting as a result of insufficient data.

Information Service's role in Medicare Reporting:

- + All new claims are validated for Medicare compliance
- + Medicare formatted files are created and submitted to Medicare through the Benefit Coordination and Recovery Center (BCRC)
- + A Query file contains all claims that potentially qualify for Medicare reporting and is filed monthly.
- + Query Response files are received from BCRC directly and claims that are returned as Medicare recipients are further scrubbed for additional elements required for claim reporting.
- + The Claim Input file contains more extensive claim data for all Medicare recipients and is filed quarterly. Claim Input Response Files are received directly from BCRC and processed into our system. Any errors from this process are reported to claims department the same day the response file is received. Errors are corrected and resubmitted the next quarter.

The Adjuster's role in Medicare Reporting:

All workers' compensation claimants must be queried with BCRC on a quarterly basis. If identified as a Medicare recipient, a reminder is sent to your adjuster. The adjuster ensures the following steps are taken to protect Medicare's interest:

- + Confirm ongoing medical responsibility, we remain responsible for future medicals
- + Obtain a lien search for past Medicare covered medical benefits
- + Obtain MSA when evaluating for potential settlement
- + If a settlement has occurred, the District no longer has responsibility for ongoing medicals

When a claim is settled, a payment is made or an award is issued to a Medicare Beneficiary, Davies, on behalf of Leon County Schools as the Responsible Reporting Entity (RRE), reports specific claim information and settlement details to Medicare.

Medical Management

We recognize that our clients have different needs and wish to have different levels of participation. Davies is flexible in our approach to the development of your medical management program, which will be customized to fulfil your unique needs. We can furnish you with a "turnkey" program where everything is done for you, or we can work with you on a more limited basis if you have qualified internal personnel who can provide case management services.

Please see a description of our other medical management services below.

✔ Nurse Triage and Telephonic Case Management

We analyze clients' emergency room usage data so that we can evaluate the potential impact/cost savings of adding nurse triage. Our program allows injured workers to access a dedicated nurse 24/7 who analyses client information and uses propriety triage software to assess the injury and determine the best course of action. Historically, nearly half of callers opt for self-care, offering you savings by avoiding high-cost treatment services and reducing emergency room visits. More serious cases are identified immediately and referred to the appropriate level of care, utilizing the preferred medical network. Monthly trending and outcomes reports are disseminated to help provide our clients with the data needed to assess the impact of this service on their program.

Clients can have their claims medically managed by our highly qualified, in-house nurse case managers, who ensure that care is not only medically necessary, but also appropriate and cost-effective. Telephonic case management begins as soon as our medical management department receives a notification of an occupational injury. Triage is performed on every case assigned to a case manager, who determines the extent of the injury through a review of the First Report and contact with the injured employee and the medical provider. The initial diagnosis, as well as any work restrictions, are determined and documented. A diary is established to monitor follow-up treatment. The treatment plan and lengths of disability are verified for appropriateness by the case manager, utilizing sources such as:

- + Official Disability Guidelines
- + Disability Advisor
- + State Practice Parameters
- + Association of Rehabilitation Nurses Performance Criteria for Medical Case Managers

Compensability and causal relationship issues are also discussed with the adjuster. The case manager will continue to monitor the injured employee's progress until maximum medical improvement (MMI) is reached and the employee returns to work. Once MMI is attained, any impairment rating assigned will be checked and verified against the guides to ensure proper payment of benefits. If a rating appears questionable, the provider will be asked to document objective support and justification. Delays in referring claims to case management have been found to increase medical costs by up to 60%. Our team focuses on reducing medical costs through efficient management of medical claims. We advocate timely, quality care based on personalized treatment programs with a focus on return-to-work objectives.

Our telephonic nurse case managers' ultimate goal is to reduce the impact of high-cost claims and deliver improved care to your injured workers to enhance their quality of life. With a focus on advocacy, we recommend case management at the onset of a claim to ensure money is not spent on unnecessary costs resulting from ineffective treatment plans. Accordingly, our results have shown a 42% reduction in days to maximum medical improvement (MMI) and a 40% reduction in days to claim closure.

We also offer field and vocational case management services if deemed appropriate for the claim and approved by the client.

✔ Pre-Certification of Medical Procedures

Hospital admissions, surgeries, and invasive procedures are pre-certified and reviewed for appropriate length of stay and services. This allows possible savings of claim expenses and ensures appropriate medical treatment.

✓ **Peer Review**

Peer review constitutes a form of self-regulation by qualified physicians and allied health professionals within the relevant field. Peer review methods are employed to maintain standards of quality, improve performance, and provide credibility. Peer review providers use evidence-based medicine and practice guidelines in a number of categories including:

- + Standard of care
- + Pharmacy
- + Length of stay
- + Experimental and investigational
- + Transplant
- + Medical necessity
- + Over/under utilization
- + IME

✓ **Utilization Review**

Utilization management is performed concurrently on all active cases and retrospectively. This service consists of the review of all treatment plans for appropriateness, medical necessity and causal relationship.

All second opinions, independent medical examinations and expert medical advisor services are reviewed by the case manager. Focused and random reviews are performed. A case manager will verify that the procedures billed were actually performed.

Utilization review is necessary in order to achieve the goal of providing high-quality healthcare for injured employees while controlling costs. Some of the key components of the program are:

- + Medical review of all Initial Injury Reports
- + Procedures for review of all requested medical treatment
- + Medical consultants review on unusual or experimental procedures
- + Bill screening procedures
- + Procedures for returning incorrectly completed bills
- + Procedure for handling special bills
- + Procedures for obtaining IME and peer reviews
- + Random reviews on bill reimbursement and medical necessity of treatment
- + Procedures for identifying and responding to overutilization
- + Procedure for transferring care
- + Procedure for reporting to the Division
- + Comprehensive documentation

✓ **Preferred Provider Network Access**

The recommendation of PPO networks for each account is based on a careful analysis of claims history to ensure the greatest PPO penetration possible. In addition to contracting with a high percentage of regional facilities and providers at competitive rates, best-in-class PPOs contract with the best providers, retain those providers, and provide mechanisms for steering patients to their network providers. This contributes to the best medical outcomes at the lowest cost.

The primary PPO Networks for Davies clients are PRIME Healthcare Network, Coventry and Three Rivers Provider Network.

We invite you to review the proposed networks and provide input prior to implementation of the program. Please consider which providers you desire to use on a regular basis, as well as providers you would like to have added to the network. Adding providers to the network takes approximately 90 days. Davies will also work with the District to develop a carve-out network of medical providers which includes specialties such as orthopedics, cardiology, pulmonology, neurosurgery, psychiatry, infectious diseases, occupational medicine, and physical therapy. Our Quality Assurance Supervisor remains at your service to add to your carve-out network of practitioners that provide criteria-based medical care.

✓ **Stay at Work/Light Duty**

Davies believes that one of the most critical components of a successful workers' compensation program is its stay at work/light duty program. We will work with the District to help develop a program that meets your needs and those of your injured workers. It is also critical that all areas of the program, from work site supervisors to treating physicians, be educated in the program and understand the commitment to stay at work.

Identifying light duty positions is another important aspect of the stay at work program. In concert with client supervisors and department heads, the location of light duty positions that can be utilized throughout the workplace will reduce disability time. Intra-departmental cooperation will enhance the ability to utilize these jobs. A thorough job description should be available for all light duty positions. This enables physicians to confidently assign appropriate work restrictions and encourage supervisors to utilize injured workers in these positions. Job availability should be monitored and updated weekly.

Your TPA claims team will closely monitor physician return to work slips to ensure that no work status is addressed immediately. Physicians who place injured workers off work inappropriately will be identified and educated about the District's stay at work program. It is also important to recognize the lack of light duty positions and make every effort to locate additional positions.

Physicians utilized by the District should be educated about the stay at work and light duty programs. Expectations of the utilization of the program and the use of clear light duty restrictions will be explained. Job descriptions will be passed to providers for their review.

✔ Field and Vocational Case Management

These services are outsourced to private companies. Strategic partners are held to strict guidelines regarding Davies' expectations and are audited on a regular basis. Credentials are checked and fee agreements are in place at the time of assignment. All billing is reviewed prior to payment. Any activity not within the established guidelines is not reimbursed. We would welcome the District's participation in the selection of these providers:

+ Workers' Rehabilitation, Inc.

+ Paragon Case Management

+ GENEX Services, Inc.

+ Paradigm

✔ Pharmacy Benefit Management (PBM)

Davies, in partnership with Mitchell ScriptAdvisor, an Enlyte company provides a full-service, fully integrated Pharmacy Benefit Management (PBM) program. Upon receipt of the claim, injured employees are provided with a first fill card that they take to their local drug store, allowing them to obtain medications with zero out of pocket cost. Script Advisor has a large network of more than 71,000 pharmacies nationwide, including an in-house mail order pharmacy. The program reduces drug unit costs through contracted rates with pharmacies and ensures that the drugs prescribed are accurately and effectively managed for each claimant. Our unique approach generates significant savings, including an additional savings of 30%-50% through the mandatory generic substitution program. Our PBM services also includes early intervention monitoring of opioids; first-fill processes and prescription cards; formulary management; bill monitoring/ audits; and pharmacy, utilization, and peer review services.

We also understand the complexities involved when an injured individual has multiple claims. ScriptAdvisor has the ability to track cross-claim prescription activity for the same injured employee who is treating for multiple claims. This is a configurable option to define unique claim criteria designed for identifying and flagging cross-claim prescription activity across injured employees with multiple claims and dates of injury (DOIs). This enables ScriptAdvisor to ensure injury relatedness on each individual claim.

✔ Quality Patient Experience

ScriptAdvisor is dedicated to ensuring injured employees have a quality experience with Enlyte. From ease of access via online and text availability of first fill and pharmacy cards, to real-time authorization at point of sale, our program is designed to maximize ease of access for your injured employees. In addition, we measure patient satisfaction with our Call Center through post-call surveys, which have resulted in an average score of 4.8-5.0 out of 5.

✔ Drug Utilization Review Program (DUR)

Comprised of safety, appropriateness, and utilization alerts, our program offers best-in-class WC DUR management with a multitiered approach. Our real-time electronic connectivity with the retail pharmacy network ensures that all prescriptions are adjudicated at the point of sale against eligibility, formulary(s), DUR, and additional prior authorization rules for each injured employee. All DUR edits in ScriptAdvisor function across the network, even if an injured employee fills prescriptions in multiple pharmacies. Some edits can be overridden by the pharmacist, such as drug-drug interaction and drug-allergy interaction. These decision/soft edits are determined by the pharmacist based on the severity or potential threat to the injured employee versus the benefit of the medication.

Our peer-to-peer reviews give physician peer reviewers the opportunity to educate prescribing physicians on medical necessity criteria, prescribing habits, and other clinical issues. Pain management physicians discuss the functional benefit, efficacy, appropriateness of medication continuance per guidelines, and agree on the treatment plan with the treating physician. There is an incremental fee for peer-to-peer review.

✔ Monitoring Narcotics Use

Our suite of utilization programs taps into extensive data controls and modeling scenarios to alert clients of inappropriate use of opioid medication, possible cases of dependence, fraud, or diversion. Through our program, clients have decreased prescription spend through targeted interventions and overall program management.

All claims are analyzed regularly for activity exceeding utilization threshold. Warning flags of aberrant behavior include early, chronic, or high use of opioids, calculation of MED dosages, and the use of multiple pharmacies or physicians. Automated notifications and alternative clinical resources are sent to adjusters once alert criteria is flagged. System protocols also include the opioid MED Calculator and the NDC Crosswalk to input dosage amounts on various opioid analgesics to convert the total morphine equivalent dosage (MED). Flags are displayed as the MED approaches, reaches, or exceeds various parameters of the ODG guidelines.

ScriptAdvisor offers appropriate intervention on high-risk claims through our RightRx program. RightRx is a clinically based utilization management program that combines clinical expertise and integrated technology to assess individual cases at the point the prescription enters our system. Services may include assignment to a utilization review (UR) nurse and/or a peer-to-peer (physician-to-physician) review, to evaluate the medical necessity of prescribed medications and/or educate prescribing physicians on medical necessity criteria, prescribing habits, and other clinical issues.

✔ **Five-Step Risk Scoring**

This clinical pharmacy review program evaluates an injured employee's entire drug therapy to ensure the regimen produces the best outcomes for the claim. ScriptAdvisor bases scores on ODC, ACOEM, CDC and various other guidelines and industry best practices. Our proprietary Risk Scoring tool gives clients early insight into therapeutic concerns by identifying at-risk claims and recommending the appropriate intervention.

✔ **Strategy for Maximizing In-Network Utilization and Minimizing Prescription Costs**

The Enlyte ScriptAdvisor program maximizes network penetration utilizing proven strategies throughout the prescription fulfillment process. The strategies employed are focused on increasing the numerator in the above calculation (in-network spend) and decreasing the denominator (reducing out-of-network spend) based on clinically appropriate and effective protocols. Success in these strategies is measured by comparing the total improvement of network penetration following implementation of the ScriptAdvisor solution as compared to the initial baseline established during the prior 12 months before implementation. Enlyte continuously monitors overall network penetration each month, as well as within each of the following:

- + **Robust, actively managed network:** ScriptAdvisor has an extensive retail pharmacy network. Enlyte leverages out-of-network pharmacy transaction data to identify any newly dispensing pharmacies as candidates for recruitment and monitors the success of its network recruitment conversion rates. In addition, Enlyte's network administrator, Script Care, has an extensive network provider management function that actively recruits new retail pharmacies to its network to maximize network penetration.
- + **First Fill:** Our first fill program was designed to reduce and manage the use of out-of-network, third party and physician-dispensed transactions. This increases network penetration, integrates easily with existing first report of injury reporting processes. Any first fill prescriptions from a network pharmacy that are not processed through ScriptAdvisor and are submitted by a third-party biller will also be retrospectively reviewed by ScriptAdvisor and in-network retail discounts applied to approved medications. As a result, these are considered in-network transactions, and ensures 100% coverage on all first fill and third-party biller submitted charges from network pharmacies are processed through the ScriptAdvisor solution.
- + **Extended Pharmacy Network Partnerships:** A major component to improving network penetration is to extend the network to encompass occupational medicine centers. As a result, we have developed a contractual relationship with the nation's largest and leading occupational health provider, Concentra® (inclusive of the US Healthworks and other acquisitions). When one of our clients' injured employees are treated at the clinics, they use our rules for processing and filling medication out of their facilities, including cost discount, formulary management, dispense generics medications, enforce opioid controls, dispense limited fills, and then convert the claim to ScriptAdvisor. Through these strategic relationships, we have maximized network penetration and delivered market-leading pricing levels for our customers. This relationship provides us the ability to monitor the injured employee's use of prescription medication.
- + **Ensuring Appropriateness of Out-of-Network Spend:** Paying fee schedule for inappropriate out-of-network prescriptions is more detrimental to network penetration than any other component of pharmacy spend. ScriptAdvisor's proprietary integration with the SmartAdvisor bill review system, enables a comprehensive approach to all pharmacy transactions, regardless of origin, ensures that out-of-network transactions related to the injury, are appropriate, and cost-effective pharmaceutical therapy. ScriptAdvisor clients average a 23% reduction in out-of-network spend from the denial of unrelated or inappropriate pharmaceutical therapy, and up to 29% reductions on Physician dispensed medications, including prescription-only or comingled invoices. The elimination of non-compensable out-of-network pharmacy spend provides ScriptAdvisor customers with a substantial increase in over network penetration and savings.
- + **Pharmacy Paper Bill to Point-of-Sale Conversion:** Enlyte implements aggressive out-of-network re-indexing efforts. Any paper pharmacy bill originating from an in-network pharmacy (third-party biller, retail pharmacy bill via paper, etc.) is billed to the

District at your ScriptAdvisor retail contracted rate. Enlyte proactively contacts providers upon receipt of OON Rx transactions to provide our necessary BIN and group number to the pharmacy technician to update their billing system. This ensures subsequent fills are captured in-network on subsequent refills of a prescription. Enlyte measures success of its reindexing program by analyzing all subsequent prescriptions dispensed by a network pharmacy on each claim following a reindex effort and measuring the incremental impact to savings to the overall program.

- + Patient and Provider Letter Campaigns:** As an optional component of the ScriptAdvisor program, clients may choose to send notification letters to the injured employee and/or the treating physician upon receipt of an out-of-network transaction. These letters are customizable by client and employer. In non-pharmacy direction of care states, these letters generally remind patients to fill their prescriptions at a network pharmacy and bill through their card. Provider letters range in message from a reminder to the provider requesting cooperation in complying with the PBM dispensing protocols to a direct reminder that they are a contracted network provider.
- + Generic Dispensing to Help Control Costs:** In addition, in order to reduce the high cost of brand drugs, ScriptAdvisor takes a mandatory approach to generic dispensing when available and allowed. All network pharmacies are required to comply with these mandatory generic regulations, and fill prescriptions with suitable, medically appropriate generic equivalent drugs. Our claims-processing system prompts pharmacists to dispense generic drugs when available. In most jurisdictions, if a physician writes "Dispense as Written" or "Medically Necessary" on the prescription, brand drugs cannot be automatically substituted and dispensed as generics. In these cases, the physician typically indicates a mandatory brand prescription, not for clinical reasons, rather, at the request of the injured employee. In these instances, when we cannot automatically convert the prescription, ScriptAdvisor employs both Dispense as Written (DAW) and Letters of Medical Necessity (LMN) correspondence processes to help ensure treating physicians convert brand medication to a generic when a generic equivalent is available. DAW and LMN letters can be automatically submitted to the physician via the ScriptAdvisor web portal or by contacting our Customer Assistance Center. The ScriptAdvisor DAW letter addresses the specific dispense as written medication and offers therapeutic equivalent generic alternatives. Once the DAW has been received, the letter is emailed to the adjuster for review and uploaded to the claim within the web portal for future reference. Please note, Mitchell does not simply send one DAW letter and hope the physician complies; we continuously fax and/or contact the physician daily until a response is received. With the ScriptAdvisor automated Letter of Medical Necessity (LMN) tool, an adjuster can easily request a letter be e-faxed to a prescriber to address occupational injury relatedness, as well as the length of time the prescriber anticipates the therapy to continue. When the signed LMN is received back from the prescriber, the adjuster is alerted that the LMN is available via the ScriptAdvisor Web Portal. In fact, all correspondence with providers are logged into the notes section in the web portal and are available to the adjuster or nurse case manager. In addition, when a new generic is released into the market, it is automatically loaded into our system and immediately available – these rules force the use of that generic versus the brand.

Prior Authorization

Prescriptions not meeting clinical plan design, formulary or eligibility requirements generate a prior authorization (PA) request. The workflow is highly configurable and includes an intuitive, easy to use email notification with the ability to take action directly from within the email. We also provide the same PA notification directly within the ScriptAdvisor portal for determination. Finally, Enlyte also supports customized messaging and task notifications directly into the District's claim system and medical management system to alert District adjusters or nurse professionals with Single Sign On (SSO) to ScriptAdvisor.

- + Prior Authorization – Email:** Emails are sent to the assigned adjusters, nurses or other approvers if the medication does not pass formulary edits. Emails include all critical claim, patient, drug, and pharmacy information for the recipient to make an informed decision and provide the user the ability to approve or deny medications directly in the email (i.e., no need to log into the ScriptAdvisor portal) using FDA-approved indications and drug description information.
- + Prior Authorization – Portal:** The ScriptAdvisor portal dashboard displays real-time prior authorization notifications to quickly deny or approve the medication, view the current and future MED (if approved), reassign the PA to a new owner/group and/or configure additional dispense information. The dashboard includes Enlyte's advanced Claim Risk Score indicator, providing visibility of the current clinical risk level, and the projected risk level if the drug is authorized as well as clinically appropriate recommendations on intervention strategies.
- + Intelligent Smart Routing Automation:** Enlyte ScriptAdvisor Smart Routing technology provides the ability to customize and configure the approval process by a broad range of criteria (e.g., medication, user role, dollar threshold, drug type/ therapeutic class, etc.). The system can be set up to auto-approve or auto-deny targeted medications, and the adjuster will be automatically notified of the adjudication of the prior authorization.
- + Customized Communication Workflows:** The District has the ability to easily customize its individual communication and escalation preferences within the ScriptAdvisor portal. Clients can set time frames when they would like users to take action on a PA to limit patients waiting at the pharmacy. The system can be configured to allow pharmacies to dispense a formulary-based

"short fill" (typically a 3-day supply) of medications. Specific procedures for managing prescription needs during the weekends or after hours can also be customized to address the District's requirements. ScriptAdvisor's flexibility drastically reduces patient wait time and allows customers time to thoughtfully review prior authorization requests before making a final determination of medical necessity. As soon as a prior authorization request is generated from the pharmacy a real-time notification is pushed out the adjuster to take action on. We have the capability of set adjuster internal turnaround requirements (4 hours, 8 hours or 24 hours) based on the District's need to ensure injured employees are not waiting a long to pick up their prescriptions.

✔ **Real-Time Access**

The District can have anytime access for multiple users to your claims information through our claims system, which is available 24/7 online. This offers a comprehensive view, claim by claim, of all the details, payments, expenses, reserves, adjuster notes, supervisor notes, diary items and more, in real time. Authorized users can enter a "Client Note" of your own, right to the claim file. When you do this, the adjuster is notified so they will know to look for your file note. Our claims application works with any HTML 5-compliant browser, including Chrome, Firefox, Safari, Internet Explorer 11, Microsoft Edge and many more. You can enter a "Client Note" of your own, into the claim file.

Here, with proper password access, you can examine:

- | | |
|---|-------------------------------------|
| + Claim detail, including dates and descriptions | + Recoveries (actual and potential) |
| + Reserve current levels | + Attorney information |
| + Payment summary and details of individual payment | + Doctor information |
| + Diary notes | + Litigation Calendar |

You can filter and summarize the list of payments based on:

- | | |
|-------------------------------|---------------------------|
| + Check issuance dates | + Pay types (one or more) |
| + Reserve types (one or more) | |

You can filter the list of diary notes based on:

- | | |
|---------------------|--------------------------------|
| + Note date entered | + Text string within the note |
| + Note type | + The class of the note author |
| + Note author | |

For the District's personnel, we are able to conduct ongoing training as needed, including training for our claims system, report production, mail/imaging/ documentation, workflow, payment and credentialing updates, etc. Davies also has a fully staffed IT Help Desk which is available to help clients with any technical issues or questions they may have, with the ability to escalate tickets after hours and on weekends to an on-call technician.

Value-Added Services

✔ **DaviesConnect**

Davies has partnered with Gain Life to offer DaviesConnect — an easy-to-use engagement platform to help improve communication between injured workers/claimants and claim professionals and reduce negative outcomes. DaviesConnect empowers injured employees and third-party claimants to understand and easily navigate the claims process by increasing transparency, improving communication, and streamlining access to resources. Built by behavioral scientists, technologists and claim experts, DaviesConnect offers specialized features to mitigate issues that drive up claim costs and recovery time.

Injured workers and claimants who have reported an injury and/or property damage can access the portal via their phone, tablet or computer to securely view details of their claim at any time, including the claim number, adjuster's name, current claim status and any outstanding tasks they need to complete. With 24/7 access to a library of helpful resources and frequently asked questions, users can get immediate answers about incident reporting, the claims process, what to do with their medical bills, and more. Users also can easily upload documents and images directly to their claim file, such as detailed injury information; copies of medical records; or any photos, videos or other evidence of the incident and/or property damage. The portal also helps injured employees track and manage medical appointments and guides them through the claim process so they can focus on their recovery and

returning to work as soon as possible. In addition to providing faster turnaround of completed paperwork with an automated document delivery and e-signature platform, DaviesConnect allows injured employees and claimants to securely communicate with the claims team via text, email or in-app messaging, with auto-translation built in so they can have a real-time conversation with the adjuster even if their native language isn't English.

✓ Analytics

Another value-added service that sets Davies apart from other TPAs is that we utilize analytics offered by ODG by MCG, both in setting an accurate reserve early on in the claims process, and in determining the Risk Assessment Score (RAS) used for interventional triage at the claims desk. This helps claims assessors identify problematic claims for early intervention.

Medication Monitoring: In addition, our PBM program provides comprehensive medication monitoring provided by FourStone Health Solutions, which integrates PBM data with lab results to increase visibility into medication compliance and provides actionable insights to keep injured workers safe during recovery, promote recovery and improve outcomes.

Tab E: Additional Ideas for Improvement, Innovation, and Cost Reduction

■ In TAB E of its Reply, each Respondent is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for services that are not specifically addressed in TABs B – D but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring.

Davies pursues innovation that will reduce cost either through process efficiency or claim spend. Our investment in innovative technology is unrivalled in today's global claims market. We are a pioneer in the technology space with a dedicated technology division, in-house software developers and data scientists. In addition to our vast automation and reporting capabilities, we are supported by Davies global team of over 700 consulting and technology colleagues, including over 200 developers. Our full technology stack, developed in partnership with Davies team of consulting and technology specialists, is available to our customers and includes automation of routine elements of the claims process to allow our handlers to focus on critical value adding handling activity. Davies strategically uses AI and automation to assist the claims and medical management teamsto analyze and assess data, improve decision-making and enhance and streamline processes. We continually assess the use of this technology with our technical specialists and clients and our sensitive to the potential impact of AI. Our intent is to use this technology to supplement and support the work of our teams, and strongly feel that AI cannot replace the knowledge, empathy, and personal approach needed to successfully navigate the claims process.

✓ ODG Analytics

Davies offers ODG analytics by MCG as a value-added service. One of the major benefits of the ODG Comorbidity and Reserve Calculators is the Risk Assessment Score (RAS), used for interventional triage at the claims desk. The RAS leverages predictive analytics to assess claim risk, helping claims assessors identify problematic claims for early intervention. The ODG Risk Assessment Scoring mechanism uses medical codes (ICD diagnosis, National Drug Codes, CPT procedure, DME, HCPCS, and FNOL Nature and Body Part codes) plus claim demographics to quantify relative risk level in a workers' compensation population. A score from 0 to 100 is generated and updated in real-time, ensuring claims adjusters never miss a warning sign, putting the right resources on problematic claims early, while not engaging complex and costly referrals unnecessarily.

Claims are scored using inputs (diagnosis codes, demographics, etc.), with ODG predicting claim risk, disability duration, and total medical/indemnity costs. Two internal scores are generated, which are averaged into an overall ODG Risk Assessment Score (the input scores can also be used individually). The first is a Magnitude Score, which measures the total claim duration/cost relative to other claims. The second is a Volatility Score, which measures the difference between a good outcome and a bad outcome. Truly catastrophic claims have high Magnitude, but lower Volatility. "Creeping claims," or those that develop into high dollar claims but are innocuous at intake, will have high Magnitude and Volatility. They will score very high on the ODG scale. Maximum benefit can be obtained from early intervention to prevent these claims from becoming outliers. Using the Risk Assessment Score, adjusters/supervisors can target these claims early, putting resources on high-risk claims first.

The outcomes speak for themselves. Adoption of ODG has led to:

- + Medical cost-savings of 25%-60% (by state and payer)
- + Average disability duration down 34%-66%, median duration down 30%
- + Treatment delay (from date of injury to initial treatment) down 77%
- + Access to care up 42% (more treating providers accepting patients under ODG)
- + Improved health outcomes

✓ **Pharmacy Risk Score**

Adjusters can see an MED or pharmacy risk score within our ScriptAdvisor. With our proprietary Five-Step Risk Scoring program, ScriptAdvisor's smart technology guides adjusters toward the most appropriate clinical interventions for the most favorable outcomes. Notification of low, moderate, high, and critical risks are communicated to the adjuster via risk alerts from within the ScriptAdvisor web portal and presented on every prior authorization. This not only displays the current risk score, but also what the new score will be if/when medication is approved by the adjuster.

Risk scores are shown in the portal with a recommended course of action. The recommended intervention is stratified based on the level of risk, ensuring the most appropriate intervention is used:

- + Low Risk – Letter of Medical Necessity (LMN)
- + High Risk – Pharmacist Review
- + Moderate Risk – Nurse Review
- + Critical Risk – Physician Peer-to-peer review

Users can quickly see the highest-risk claimants/prescribers and intervene proactively. Any change in drug therapy that increases the risk score on a claim will create a notice to the adjuster, identifying the issues and recommending appropriate intervention(s). Outreach and optional clinical interventions, including sending an LMN or assigning a nurse, pharmacist, or peer-to-peer (physician-to-physician) review, using evidence-based medical guidelines may result in modifications to the treatment plan, mirrored in the ScriptAdvisor system for enforcement.

✓ **Innovative Priorities**

Davies continue to expand our capabilities. Key developmental priorities in progress include:

- + We will continue to expand our Power BI dashboards to present greater benchmarking between our programs and industry standards.
- + AI and machine learning will continue to play a significant role in claims processing, fraud detection, risk assessment, and automation of various tasks for the next decade. Davies will rely on these technologies to analyze data, improve decision-making, and enhance operational efficiency. Davies is already embracing AI and machine learning tools to automate routine tasks, such as claims triage and low value tasks while investing in training staff to work alongside AI systems effectively. We will also more broadly use machine learning in our back-end systems to accelerate processing, reduce fraud and improve experience.
- + Davies will continue to partner with data analytics SMEs to leverage predictive modeling techniques effectively, further integrating analytics tools into claims management systems to enhance decision-making, identify fraud patterns, and allocate resources more efficiently while establishing feedback loops to validate model accuracy and refine predictive algorithms based on real-world claims data.
- + Further expanding our API data feeds for items such as indemnity payments, return to work and impairment ratings to our PBM and PT network will continue to be implemented to offer even better treatment plans and claim outcomes.
- + Expanded process automation will be used to improve employee engagement and top talent retention through proactive skill development, removal of administrative tasks and creating a culture of progress for both our employees and clients. We are further refining our straight-through processing procedures and automation of more routine claims to increase productivity and better identify which claims would benefit from a nurse case manager, cost containment reviews, and subrogation opportunities.
- + Davies Global Solutions has a large team focused on designing intuitive self-service portals and mobile apps that simplify claims reporting, tracking, and communication with customers. They are implementing chatbots and virtual assistants to provide instant support and personalize interactions with policyholders throughout the claims process while gathering feedback from customers to identify pain points and areas for improvement in the digital claims experience and iterate based on user input.
- + Davies continues to stay abreast of evolving data privacy regulations and compliance requirements to ensure adherence to industry standards. We have invested material resources into creating robust cybersecurity measures, including encryption,

intrusion detection systems, and regular security audits while also educating employees about the importance of data security and implementing protocols for handling sensitive customer information securely.

Tab F: References

■ Respondents shall provide at least three (3), but not more than five (5), references from commercial or governmental agencies for whom the Respondent has provided services of the same nature as those sought by the District. References should reflect current or recent experience and must support the experience requirements of this ITN. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN. Each reference shall be completed and signed by the individual offering the reference and certified by notary public, using Attachment V, Respondent's Reference Form. Current or former employees of the District or current or former members of the Board may not be used for more than one reference. The District reserves the right to contact reference sources listed or previous clients not listed in the Respondent's Reply.

Our references are provided in Attachment V in Tab G.

Tab G: Required Forms

1 The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter

Required Provisions Certification
Attachment II
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment II

Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Respondent is:

- Duly licensed to conduct business in the State of Florida;
- Has a minimum of three (3) years experience within the last five (5) as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's Compensation programs for commercial or governmental customers of the same nature as those sought by the District;
- Has experience administering a Worker's Compensation program for a least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years; and
- Has experience administering a Third-Party Liability program for at least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.

2. Prime Vendor

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Financial Disclosure

This is to certify that the Respondent has disclosed in their Reply all suspensions, revocations, bankruptcies, judgments, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Respondent nor its principles are currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or Contractor to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Reply.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Reply have been disclosed before award, directly or indirectly, to any other Respondent or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Respondent or with any competitor, and not to restrict competition.

10. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Reply for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA Beverly Adkins Beverly Adkins
COUNTY OF Manatee Authorized Representative (Print) Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of January, 2025, by Beverly Adkins (name of authorized representative) as President, WC/P&C TPA (position title) for Davies Claims North America (Vendor Name).



Rose Rome
Notary Signature
Rose Rome
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification ☐ Type of Identification _____

2 Completed Application for Vendor Status *, and associated forms



2757 West Pensacola Street – Tallahassee, FL 32304-2998
 FAX TO: (850) 487-7869 or EMAIL TO: BurnsC@leonschools.net

APPLICATION FOR VENDOR STATUS
 (IRS W-9 Facsimile)

COMPANY NAME: Davies Claims North America, Inc. ☒ New Vendor ☐ Update
 CONTACT PERSON: Kristin Brown LCSB Employee: ☐ YES ☒ NO
 PHONE NUMBER: (941) 907-3100 FAX NUMBER: (813) 402-7922
 CORRESPONDENCE ADDRESS: PO Box 110259
 CITY: Lakewood Ranch STATE: FL ZIP + 4: 34211-0004

REMITTANCE INFORMATION
 (if different from above)

CONTACT PERSON: Stuart Bayer
 REMITTANCE ADDRESS: 6015 Resource Lane
 CITY: Lakewood Ranch STATE: FL ZIP + 4: 34202
 EMAIL ADDRESS: stuart.bayer@us.davies-group.com WEBSITE: www.davies-group.com

PLEASE CHECK THE APPROPRIATE BOX:

PLEASE CHECK THE APPROPRIATE BOX: ☐ Individual/ Sole Proprietor ☐ S Corporation ☒ C Corporation ☐ Partnership
☐ Other ☐ LLC – Type (Check one) ☐ C ☐ S ☐ P

TAX ID NUMBER: 591115663 or _____
 Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

PLEASE INDICATE THE FOLLOWING:

*Minority Vendor? ☐ Yes ☒ No **If yes, certification is required – (Please submit with form)*
 Race: ☐ Caucasian ☐ Hispanic ☐ African American
☐ American Indian ☐ Asian ☐ Other: _____
 Gender: ☐ Male ☐ Female

Beverly Adkins
 Signature

Beverly Adkins
 Print Name

01/09/2025
 Date

LCSB site contact requesting vendor: _____
 Name Phone & Email

For LCSB Employee Use Only

Entered by: _____ Date entered: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Davies Claims North America, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
P.O. Box 110259

6 City, state, and ZIP code
Lakewood Ranch, FL 34211

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
- - - - -
or
Employer identification number
5 9 - 1 1 1 5 6 6 3

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person
Date 4-23-24

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)



Leon County Schools Authorization for ACH Direct Payment

Finance Department

2757 West Pensacola Street, Tallahassee, Florida 32304

Payee/Vendor Name Davies Claims North America, Inc.
 Address 6015 Resource Lane
 City, State Zip Lakewood Ranch, FL
 Telephone (877) 326-5326
 Contact Name Stuart Bayer
 Contact e-mail stuart.bayer@us.davies-group.com

(for ACH remittance notification)

Complete this section for new enrollments or for financial institution or account changes.

Select one: ☒ New Enrollment ☐ Financial Institution or Account Change

Bank Name Wells Fargo

Branch (if applicable) 1819 Main Street, 2nd Floor

City, State Zip Sarasota, FL 34236

Transit/Routing Number _____

Bank Account Number _____

Account Type (check one) ☒ Checking **OR** ☐ Savings

Account Type (check one) ☐ Personal **OR** ☒ Business

I, the undersigned, authorize Leon County Schools to deposit payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the financial institution named above to post these transactions to that account. This authorization will remain in force until Leon County Schools receives written notice of cancellation from me. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Signature 
 Name (printed) Stuart Bayer

Date 01/09/2025
 Title Treasurer/Secretary

Complete this section to CANCEL your ACH electronic deposit authorization.

I, the undersigned, hereby cancel the authorization for the Leon County Schools Finance to originate ACH electronic deposit entries into my checking/savings account. This cancellation is effective as soon as Leon County Schools Finance has reasonable time to act upon it.

Signature _____

Date _____

Name (printed) _____

Title _____

Mail the completed form to the address above or email to robertsa1@leonschools.net.

For LCS use only

Vendor Name _____

Date Received _____

Notice of Conflict of Interest
Attachment III
ITN 268-2025
Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment III
Notice of Conflict of Interest

Respondents shall complete either Section 1 or Section 2

Solicitation Number: ITN 268-2025

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board

Section 1

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Authorized Representative (Signature)

[Signature]

Authorized Representative (Print)

Beverly Adkins, President, WC/P&C TPA

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name

Title

Date of Filing

Date

1/23/25

Authorized Representative (Signature)

Authorized Representative (Print)

4 Attachment IV, Vendor Contact Information

Respondent Contact Information
Attachment IV
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment IV Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
Name:	Alice Wells	Beverly Adkins
Title:	Senior Vice President, WC/P&C TPA	President, WC/P&C TPA
Street Address:	6015 Resource Lane	6015 Resource Lane
City, State, Zip Code:	Lakewood Ranch, FL 34202	Lakewood Ranch, FL 34202
Telephone:(Office)	(877) 208-8372	(866) 784-0583
Telephone:(Cell)	(941) 350-1760	(941) 524-5317
Email:	Alice.Wells@us.davies-group.com	beverly.adkins@us.davies-group.com

Davies Claims North America, Inc.

Company Name



Authorized Representative Signature

591115663

FEIN#

1/23/25

Date

Beverly Adkins, President, WC/P&C TPA

Authorized Representative (Printed)

5 Attachment V, Respondent's Reference Form

Respondent's Reference Form
Attachment V
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment V
Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

Davies Claims North America, Inc.

Johns Eastern Company, Inc.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

References that are listed as subcontractors in the Reply will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

References must be signed and notarized to be accepted.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Bidder's Reference Form

Reference #1

Bidder Name Davies Claims North America, Inc.

Reference Company Name: School District of Palm Beach County

Address: 330 Forest Hill Boulevard, West Palm Beach, FL 33406

Contact Person Nancy Bolton

Contact Title Director of Risk Management

Contact Phone (561) 434-8414

Contact Email nancy.bolton@palmbeachschools.org

Performance Period October 2023 - Present

Brief description of the services performed for this reference

Workers' Compensation, General/Automobile Liability, Medical Management, Cost Containment/Bill Review, Information Management Services.

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? ☒ Yes ☐ No

Nancy L Bolton 1/7/2025
Primary Reference Contact Signature Date



MAIDA D. DAUGHTREY
Notary Public
State of Florida
Comm# HH457566
Expires 1/5/2028

Maida D. Daughtrey

Respondent's Reference Form
Attachment V
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Bidder's Reference Form

Reference #2

Bidder Name Davies Claims North America, Inc.

Reference Company Name: Duval County Public Schools

Address: 1701 Prudential Drive, Room 528, Jacksonville, FL 32207

Contact Person Robert Stratton

Contact Title Supervisor Risk Management

Contact Phone (904) 390-2384

Contact Email strattonr@duvalschools.org

Performance Period November 1996 - Present

Brief description of the services performed for this reference

Workers' Compensation, Medical Management, Automobile/General Liability, Cost Containment/Bill Review, Information Management Services

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? ☒ Yes ☐ No

Robert Struth 1-6-25
Primary Reference Contact Signature Date



Rose Rome
Rose Rome
Notary

Respondent's Reference Form
Attachment V
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Bidder's Reference Form

Reference #3

Bidder Name Davies Claims North America, Inc.

Reference Company Name: The School District of Lee County

Address: 2855 Colonial Boulevard, Fort Myers, FL 33966

Contact Person Cathy Richards

Contact Title District Insurance Coordinator

Contact Phone (239) 337-8605

Contact Email cathySR@leeschools.net

Performance Period July 2004 - Present

Brief description of the services performed for this reference

Workers' Compensation, Medical Management, Automobile/General Liability, Property, Employment Practices Liability, Educators Legal Liability, E&O, Cost Containment/Bill Review, Information Management Services

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? ☒ Yes ☐ No

Cathy Richards 1/6/25
Primary Reference Contact Signature Date



Rose Rome
Rose Rome
Notary

Respondent's Reference Form
Attachment V
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Bidder's Reference Form

Reference #4

Bidder Name Davies Claims North America, Inc.

Reference Company Name: Marion County Public Schools

Address: 1105 SW 7th Road, Ocala, FL 34471

Contact Person Maribel Corchado

Contact Title Risk Management Specialist II

Contact Phone (352) 671-6915 ext. 56915

Contact Email Maribel.Corchado@marion.k12.fl.us

Performance Period July 1997 - Present

Brief description of the services performed for this reference

Workers' Compensation, Medical Management, Automobile/General Liability, Employment Practices Liability, Educators Legal Liability, Cost Containment/Bill Review, Information Management Services

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? ☒ Yes ☐ No

Maribel Corchado
Primary Reference Contact Signature

1/10/2025
Date

County of Marion
State of Florida

Subscribed before me in person on the 10th day of
January, 2025 by MARIBEL CORCHADO who is personally
known to me.

Linda Wheeler
Linda Wheeler



Respondent's Reference Form

Attachment V

ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Bidder's Reference Form

Reference #5

Bidder Name Davies Claims North America, Inc.

Reference Company Name: Seminole County Public Schools

Address: 400 E. Lake Mary Boulevard, Sanford, FL 32773

Contact Person Melissa Singleton

Contact Title Risk Coordinator

Contact Phone (407) 320-0208

Contact Email melissa_singleton@scps.k12.fl.us

Performance Period July 2018 - Present

Brief description of the services performed for this reference

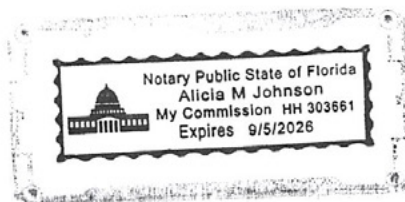
Workers' Compensation, Medical Management, Automobile/General Liability, Cost Containment/Bill Review, Information Management Services

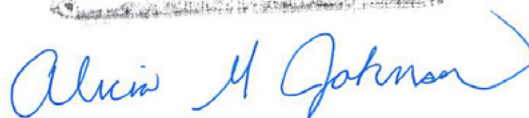
Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? ☒ Yes ☐ No


Primary Reference Contact Signature

Jan 14, 2025
Date





6 Attachment VI, Local Preference Affidavit (if applicable)

Local Preference Affidavit
Attachment VI
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

N/A

Attachment VI Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Respondent Name: _____

Physical Address: _____

County: _____

Phone of Local Location: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

Is your business certified as a Small Business Enterprise (SBE) through Leon County Schools? _____

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

7 Attachment VII, Subcontracting Form (if applicable)

Subcontracting Form
Attachment VII
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

N/A

Attachment VII
Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name:

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Enterprise Yes _____ No _____
(SBE) with Leon County Schools?

Local Respondent per Board Policy 6450? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

8 Attachment VIII, Drug-Free Workplace Certification (if applicable)

Drug-Free Workplace Certification
Attachment VIII
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment VIII
Drug-Free Workplace Certification

The undersigned Respondent, in accordance with Section 287.087, F.S., hereby certifies that.

Davies Claims North America, Inc.

Company Name

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this company complies fully with the above requirements.

Authorized Officer (Printed Name) Beverly Adkins, President, WC/P&C TPA


Authorized Officer (Signature)



Date 1/23/25

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048
Attachment IX
ITN 268-2025
Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment IX
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

<p>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture offering the proposed covered transaction.</p> <p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per Reply, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.</p>	
<p>(Read instructions on page two before completing certification.)</p> <p>a. The prospective lower tier participant certifies, by submission of this Reply, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;</p> <p>b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Reply.</p>	
ORGANIZATION NAME Davies Claims North America, Inc.	PR/AWARD NUMBER OR PROJECT NAME Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Beverly Adkins, President, WC/P&C TPA	
SIGNATURE(S)  DATE 1/23/25	

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to file a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048

Attachment IX

ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Instructions for Certification

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to whom this Reply is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Reply," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Reply is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10 Attachment X, Certification Regarding Lobbying

Certification Regarding Lobbying
Attachment X
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment X
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:  Date: 1/23/25
(Signature of Official (Executive Director) Authorized to Sign Application)

By:  Date: 1/23/25
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: Davies Claims North America
Name of Grantee

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs
Title of Grant Program

N/A

Certification Regarding Lobbying
Attachment X
ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action

- _____ a. Contract
_____ b. Grant
_____ c. Cooperative Agreements
_____ d. Loan
_____ e. Loan Agreement
_____ f. Loan Insurance

2. Status of Federal Action

- _____ a. Bid/offer/application
_____ b. Initial award
_____ c. Post-award

3. Report Type

- _____ a. Initial filing
_____ b. Material changes

For a material change only:

Year: _____ Quarter: _____

Date of last report: _____

4. Name and Address of Reporting Entity

_____ Prime _____ Subawardee _____ Tier (if known)

Name: _____

Street: _____

City/State/ Zip _____

Congressional District (if known) _____

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name, and Address of the Prime

Name: _____

Street: _____

City/State/ Zip _____

Congressional District (if known) _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

_____ CFDA Number, if applicable _____

8. Federal Action Number (if known)

9. Award Amount (if known)

10. (a.) Name and Address of Lobbying Registrant

10. (b.) Individuals Performing Services

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Reply (ITN) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Reply control number assigned by the Federal agency). Included prefixes, e.g., "ITN-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - a. Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

11 Attachment XI, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Attachment XI

ITN 268-2025

Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs

Attachment XI

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Davies Claims North America, Inc.

Address: PO Box 110259, Lakewood Ranch, FL 34211-0004

Phone Number: (866) 784-0583

Authorized Representative's Name: Beverly Adkins

Authorized Representative's Title: President, WC/P&C TPA

Email Address: beverly.adkins@us.davies-group.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

Appendix A:

Certificate of Good Standing from the State of Florida

State of Florida

Department of State

I certify from the records of this office that DAVIES CLAIMS NORTH AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on January 1, 1966.


The document number of this corporation is 300298.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of April, 2024*




Secretary of State

Tracking Number: 7807624326CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Appendix B: FL TPA Certificate of Compliance 2024

Applicant Company Name: Davies Claims North America, Inc.

NAIC No:

FEIN: 59-1115663

**Uniform Certificate of Authority Application (UCAA)
CERTIFICATE OF COMPLIANCE**

State of Florida
(Domiciliary State of Applicant Company)

Office of Commissioner
(Commissioner, Superintendent, Officer)

I, Michael Yaworsky, hereby certify that I am the *Commissioner, of the State of Florida and have supervision of
(Name) (Position)

Florida and have supervision of insurance business in said State and as such, I hereby certify that Davies Claims North
(Name of Applicant)

America, Inc. of Lakewood Ranch, Florida is duly organized under the laws of said State and is authorized to transact
Company) (City/State)

the business of 740 - Third Party Administration in this State.
(Lines of Insurance)**

IN TESTIMONY WHEREOF, I have hereunto set my hand at Tallahassee, Florida on this 25th day of June, A.D. 2024
(Location) (Month)

[Signature]
(Signature)

Michael Yaworsky
(Printed Name)

* Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.

** Lines of Insurance as shown on Form 3 of UCAA



Appendix C: Recommendation Letter from The School District of Palm Beach County, FL



**THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL**

RISK & BENEFITS MANAGEMENT
3370 FOREST HILL BOULEVARD, A-103
WEST PALM BEACH, FL 33406

PHONE: 561-434-8414 / FAX: 561-434-8103

[HTTPS://WWW.PALMBEACHSCHOOLS.ORG/](https://www.palmbeachschools.org/)

NANCY L. BOLTON
DIRECTOR

HEATHER FREDERICK, CPA
CHIEF FINANCIAL OFFICER

January 6, 2025

To Whom It May Concern,

On behalf of the School District of Palm Beach County, I am pleased to provide this letter of reference regarding our current Third Party Administrator, Davies Claims North America, Inc.

When Davies was awarded our Workers' Compensation and Liability programs in October 2023, they provided a smooth and seamless transition of our claims data and customized our program to meet the District's specific preferences and unique needs. Their assigned claims team works closely with our Risk Management staff to ensure prompt and thorough investigations of our claims in pursuit of the most favorable and cost-effective outcomes, while providing our employees with superb customer service and access to high-quality medical care.

It is for these reasons that I am happy to recommend Davies as your next Third Party Administrator.

Best regards,

Nancy L. Bolton

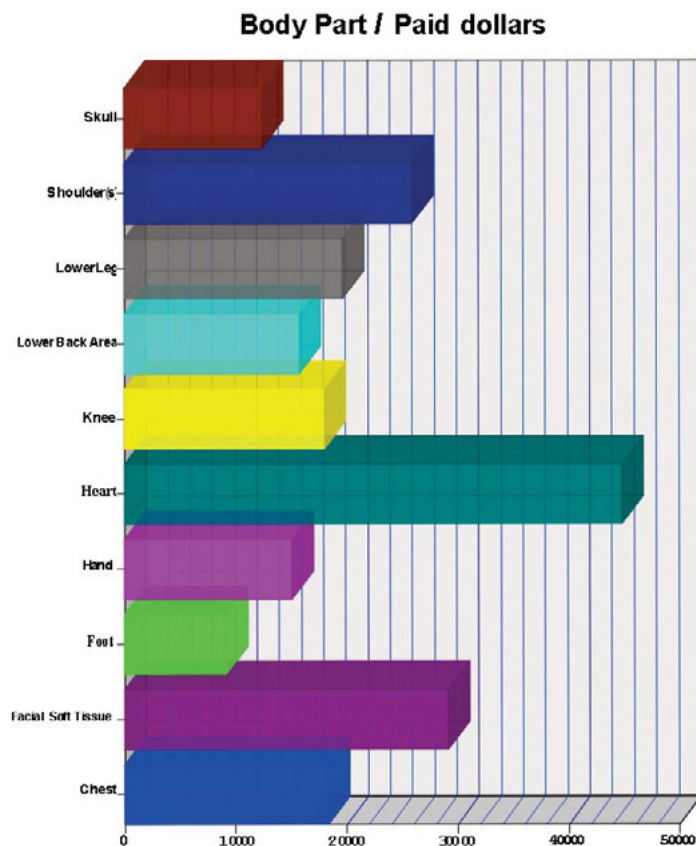
Nancy L. Bolton, Director of Risk & Benefits Management
The School District of Palm Beach County

Appendix D: Sample Reports

AD HOC SAMPLE REPORTS

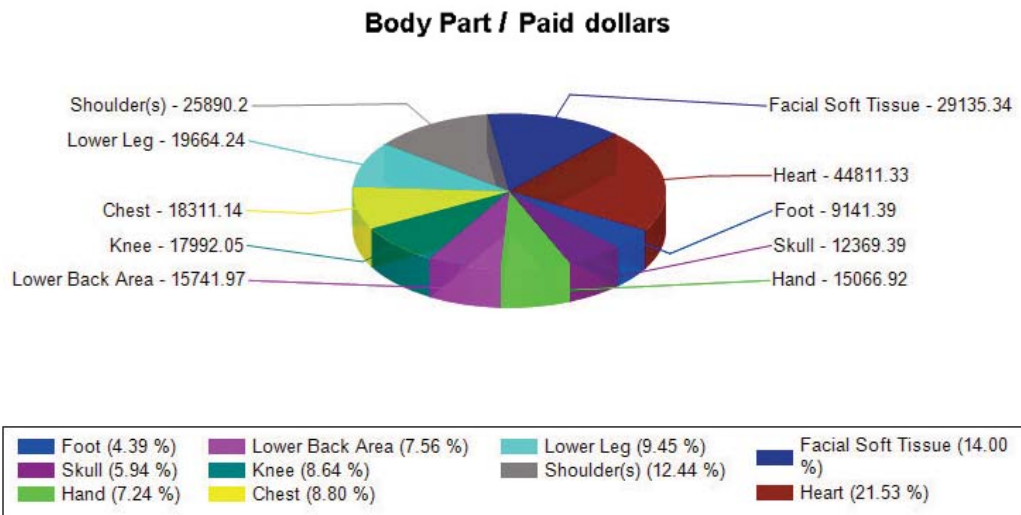
(Workers' Compensation)

Top 10 Paid To Date Totals By Body Part (2016-17 Policy Year)

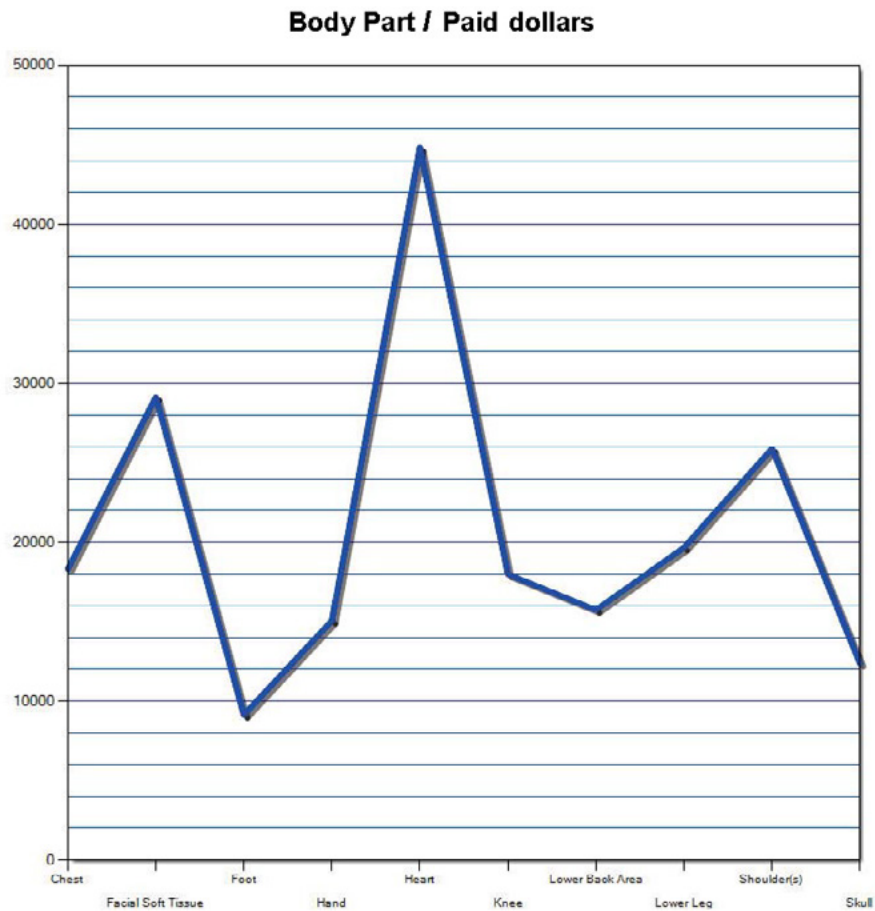


BODY_PART	WC - Total PTD
Heart Total	\$44,811.33
Facial Soft Tissue Total	\$29,135.34
Shoulder(s) Total	\$25,890.20
Lower Leg Total	\$19,664.24
Chest Total	\$18,311.14
Knee Total	\$17,992.05
Lower Back Area Total	\$15,741.97
Hand Total	\$15,066.92
Skull Total	\$12,369.39
Foot Total	\$9,141.39

Top 10 Paid To Date Totals By Body Part (2016-17 Policy Year)

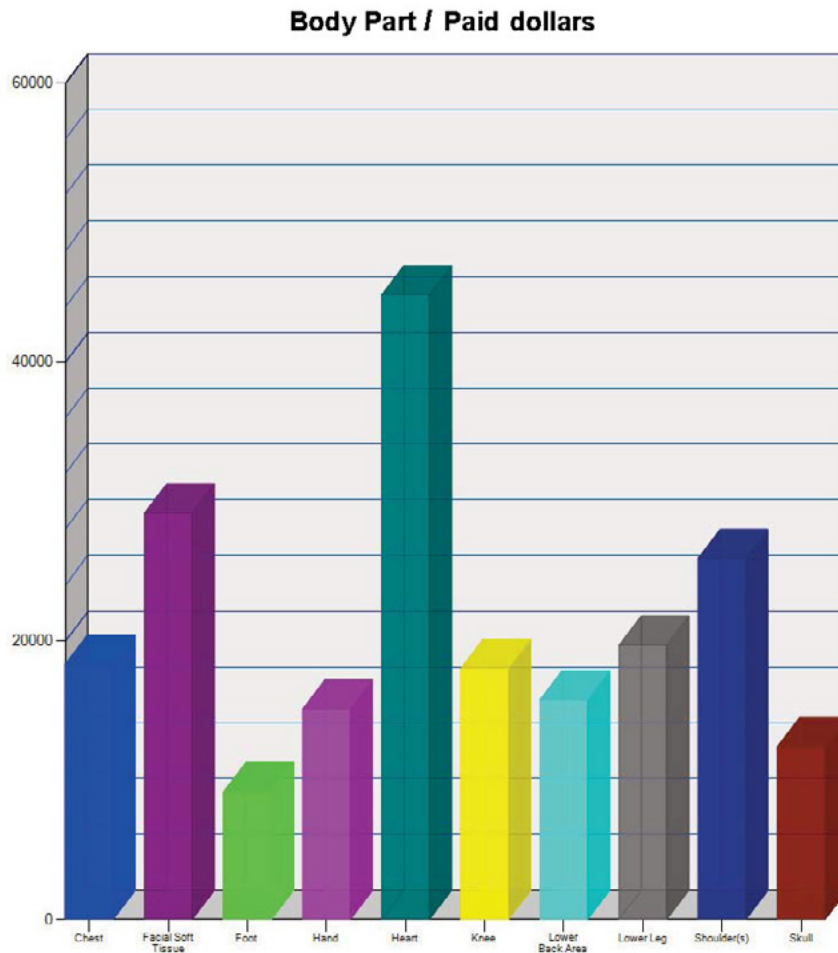


Top 10 Paid To Date Totals By Body Part
(2016-17 Policy Year)



BODY_PART	WC - Total PTD
Heart Total	\$44,811.33
Facial Soft Tissue Total	\$29,135.34
Shoulder(s) Total	\$25,890.20
Lower Leg Total	\$19,664.24
Chest Total	\$18,311.14
Knee Total	\$17,992.05
Lower Back Area Total	\$15,741.97
Hand Total	\$15,066.92
Skull Total	\$12,369.39
Foot Total	\$9,141.39

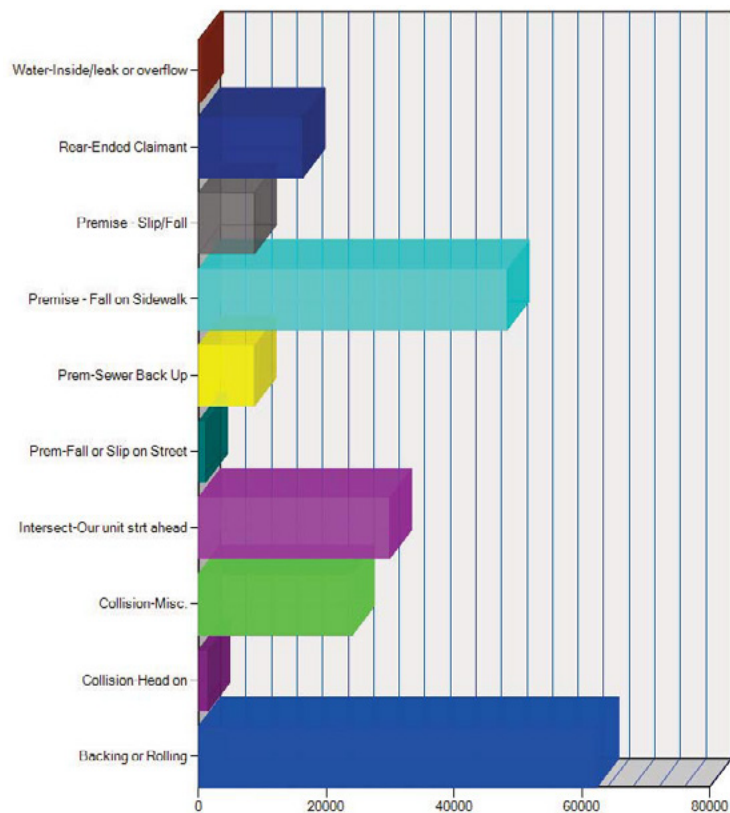
Top 10 Paid To Date Totals By Body Part
(2016-17 Policy Year)



BODY_PART	WC - Total PTD
Heart Total	\$44,811.33
Facial Soft Tissue Total	\$29,135.34
Shoulder(s) Total	\$25,890.20
Lower Leg Total	\$19,664.24
Chest Total	\$18,311.14
Knee Total	\$17,992.05
Lower Back Area Total	\$15,741.97
Hand Total	\$15,066.92
Skull Total	\$12,369.39
Foot Total	\$9,141.39

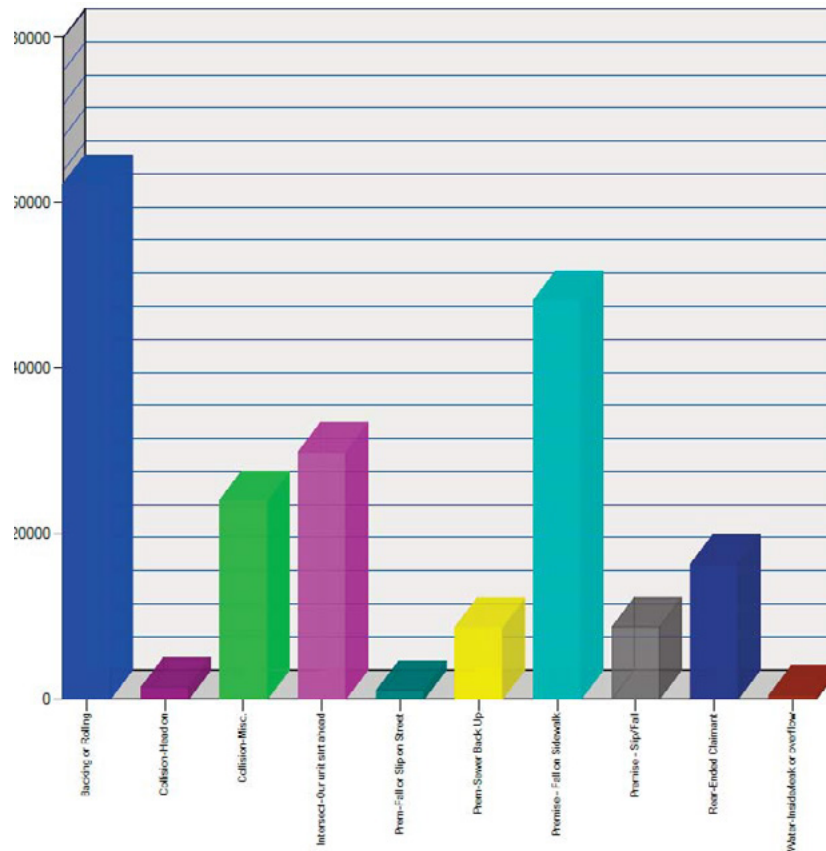
AD HOC SAMPLE REPORTS (Liability)

Top 10 Paid To Date Totals By Cause (2016-17 Policy Year)



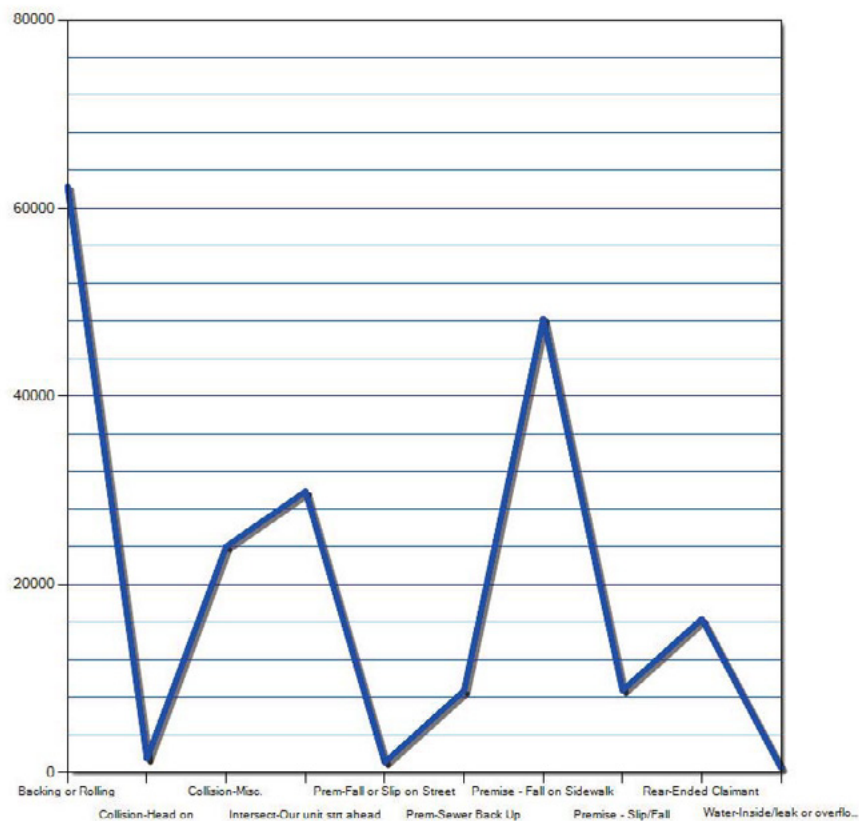
Loss_Cause	LB - Total PTD
Backing or Rolling Total	\$62,294.27
Premise - Fall on Sidewalk Total	\$48,270.69
Intersect-Our unit strt ahead Total	\$29,876.28
Collision-Misc. Total	\$24,036.71
Rear-Ended Claimant Total	\$16,316.58
Premise - Slip/Fall Total	\$8,719.90
Prem-Sewer Back Up Total	\$8,685.51
Collision-Head on Total	\$1,441.55
Prem-Fall or Slip on Street Total	\$1,066.90
Water-Inside/leak or overflow Total	\$450.03

Top 10 Paid To Date Totals By Cause (Liability)
(2016-17 Policy Year)



Loss_Cause	LB - Total PTD
Backing or Rolling Total	\$62,294.27
Premise - Fall on Sidewalk Total	\$48,270.69
Intersect-Our unit strt ahead Total	\$29,876.28
Collision-Misc. Total	\$24,036.71
Rear-Ended Claimant Total	\$16,316.58
Premise - Slip/Fall Total	\$8,719.90
Prem-Sewer Back Up Total	\$8,685.51
Collision-Head on Total	\$1,441.55
Prem-Fall or Slip on Street Total	\$1,066.90
Water-Inside/leak or overflow Total	\$450.03

Top 10 Paid To Date Totals By Cause (Liability)
(2016-17 Policy Year)



Loss_Cause	LB - Total PTD
Backing or Rolling Total	\$62,294.27
Premise - Fall on Sidewalk Total	\$48,270.69
Intersect-Our unit strt ahead Total	\$29,876.28
Collision-Misc. Total	\$24,036.71
Rear-Ended Claimant Total	\$16,316.58
Premise - Slip/Fall Total	\$8,719.90
Prem-Sewer Back Up Total	\$8,685.51
Collision-Head on Total	\$1,441.55
Prem-Fall or Slip on Street Total	\$1,066.90
Water-Inside/leak or overflow Total	\$450.03

Sample Check Register

Check Register Detail

For Check Status: Printed, Reversed, Stop Paid, Voided
Check From Date: 4/1/2024 Through Date: 4/17/2024



Bank	Check#	Check Date	Void Date	Claim #	Claimant Name	From Date	Thru Date	Policy Type	Coverage	Pay Cat	Payee Name	Check Amount	Trans #	Payment Amount
WF-0000-Computer Printed	60000001	04/01/24		14G74J173801	Claimant Name	02/23/24	02/23/24	WC	Workers Compensation	MEDICAL	Payee Name	\$15.22	488001	\$15.22
WF-0000-Computer Printed	60000002	04/03/24		14G74J173802	Claimant Name	02/12/24	02/12/24	PK	Employment Practices Liability	Expense	Payee Name	\$410.00	488002	\$410.00
WF-0000-Computer Printed	60000003	04/03/24		14G74J173803	Claimant Name	12/27/23	12/27/23	WC	Workers Compensation	EXPENSE	Payee Name	\$2,700.00	488003	\$1,500.00
WF-0000-Computer Printed	60000004	04/03/24		14G74J173804	Claimant Name	10/26/23	10/26/23	WC	Workers Compensation	EXPENSE	Payee Name	\$2,700.00	488004	\$1,200.00
WF-0000-Computer Printed	60000005	04/05/24		14G74J173805	Claimant Name	03/29/24	04/27/24	WC	Workers Compensation	LOSS	Payee Name	\$2,281.24	488005	\$2,281.24
WF-0000-Computer Printed	60000006	04/08/24		14G74J173806	Claimant Name	04/05/24	04/11/24	WC	Workers Compensation	LOSS	Payee Name	\$822.00	488006	\$822.00
WF-0000-Computer Printed	60000007	04/10/24		14G74J173807	Claimant Name	12/06/23	12/14/23	WC	Workers Compensation	EXPENSE	Payee Name	\$8,964.26	488007	\$1,125.25
WF-0000-Computer Printed	60000008	04/10/24		14G74J173808	Claimant Name	12/23/23	02/09/24	WC	Workers Compensation	EXPENSE	Payee Name	\$8,964.26	488008	\$3,035.25
WF-0000-Computer Printed	60000009	04/10/24		14G74J173809	Claimant Name	12/07/23	12/11/23	WC	Workers Compensation	IND LEGAL	Payee Name	\$8,964.26	488009	\$629.58
WF-0000-Computer Printed	60000010	04/10/24		14G74J173810	Claimant Name	12/12/23	12/14/23	WC	Workers Compensation	IND LEGAL	Payee Name	\$8,964.26	488010	\$568.90
WF-0000-Computer Printed	60000011	04/10/24		14G74J173811	Claimant Name	01/13/24	01/18/24	WC	Workers Compensation	IND LEGAL	Payee Name	\$8,964.26	488011	\$645.83
WF-0000-Computer Printed	60000012	04/10/24		14G74J173812	Claimant Name	12/21/23	12/28/23	WC	Workers Compensation	IND LEGAL	Payee Name	\$8,964.26	488012	\$402.50
WF-0000-Computer Printed	60000013	04/10/24		14G74J173813	Claimant Name	01/28/24	02/01/24	WC	Workers Compensation	IND LEGAL	Payee Name	\$8,964.26	488013	\$611.11
WF-0000-Computer Printed	60000014	04/10/24		14G74J173814	Claimant Name	02/18/24	02/22/24	WC	Workers Compensation	IND LEGAL	Payee Name	\$8,964.26	488014	\$663.34
WF-0000-Computer Printed	60000015	04/10/24		14G74J173815	Claimant Name	12/10/23	01/09/24	WC	Workers Compensation	IND LEGAL	Payee Name	\$8,964.26	488015	\$1,282.50
WF-0000-Computer Printed	60000016	04/11/24		14G74J173816	Claimant Name	03/28/24	03/28/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488016	\$26.00
WF-0000-Computer Printed	60000017	04/11/24		14G74J173817	Claimant Name	03/15/24	03/15/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488017	\$26.00
WF-0000-Computer Printed	60000018	04/11/24		14G74J173818	Claimant Name	03/25/24	03/25/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488018	\$26.00
WF-0000-Computer Printed	60000019	04/11/24		14G74J173819	Claimant Name	03/06/24	03/06/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488019	\$26.00
WF-0000-Computer Printed	60000020	04/11/24		14G74J173820	Claimant Name	03/19/24	03/19/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488020	\$26.00
WF-0000-Computer Printed	60000021	04/11/24		14G74J173821	Claimant Name	03/06/24	03/06/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488021	\$52.00

Check Register Detail

For Check Status: Printed, Reversed, Stop Paid, Voided
Check From Date: 4/1/2024 Through Date: 4/17/2024

WF-0000- Computer Printed	600000022	04/11/24	14G74J173822	Claimant Name	03/07/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488022	\$26.00
WF-0000- Computer	600000023	04/11/24	14G74J173823	Claimant Name	03/25/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488023	\$26.00
WF-0000- Computer Printed	600000024	04/11/24	14G74J173824	Claimant Name	03/26/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488024	\$26.00
WF-0000- Computer	600000025	04/11/24	14G74J173825	Claimant Name	03/05/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488025	\$26.00
WF-0000- Computer Printed	600000026	04/11/24	14G74J173826	Claimant Name	03/06/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488026	\$26.00
WF-0000- Computer	600000027	04/11/24	14G74J173827	Claimant Name	03/08/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488027	\$26.00
WF-0000- Computer	600000028	04/12/24	14G74J173828	Claimant Name	01/25/24	WC	Workers Compensation	EXPENSE	Payee Name	\$645.00	488028	\$645.00
WF-0000- Computer	600000029	04/15/24	14G74J173829	Claimant Name	04/18/24	WC	Workers Compensation	LOSS	Payee Name	\$822.00	488029	\$822.00
WF-0000- Computer Printed	600000030	04/15/24	14G74J173830	Claimant Name	02/07/24	PK	Auto Physical Damage	PROPERTY DAMAGE	Payee Name	\$299.22	488030	\$299.22
									Total for Printed			\$17,296.94
									Total Printed for Bank:	0000000000		\$17,296.94

Sample Loss Run

Check Register Detail


For Check Status: Printed, Reversed, Stop Paid, Voided
Check From Date: 4/1/2024 Through Date: 4/17/2024



Bank	Check#	Check Date	Void Date	Claim #	Claimant Name	From Date	Thru Date	Policy Type	Coverage	Pay Cat	Payee Name	Check Amount	Trans #	Payment Amount
WF-0000-Computer Printed	600000001	04/01/24		14G74J173801	Claimant Name	02/23/24	02/23/24	WC	Workers Compensation	MEDICAL	Payee Name	\$15.22	488001	\$15.22
WF-0000-Computer Printed	600000002	04/03/24		14G74J173802	Claimant Name	02/12/24	02/12/24	PK	Employment Practices Liability	Expense	Payee Name	\$410.00	488002	\$410.00
WF-0000-Computer Printed	600000003	04/03/24		14G74J173803	Claimant Name	12/27/23	12/27/23	WC	Workers Compensation	EXPENSE	Payee Name	\$2,700.00	488003	\$1,500.00
WF-0000-Computer Printed	600000004	04/03/24		14G74J173804	Claimant Name	10/26/23	10/26/23	WC	Workers Compensation	EXPENSE	Payee Name	\$2,700.00	488004	\$1,200.00
WF-0000-Computer Printed	600000005	04/05/24		14G74J173805	Claimant Name	03/29/24	04/27/24	WC	Workers Compensation	LOSS	Payee Name	\$2,281.24	488005	\$2,281.24
WF-0000-Computer Printed	600000006	04/08/24		14G74J173806	Claimant Name	04/05/24	04/11/24	WC	Workers Compensation	LOSS	Payee Name	\$822.00	488006	\$822.00
WF-0000-Computer Printed	600000007	04/10/24		14G74J173807	Claimant Name	12/06/23	12/14/23	WC	Workers Compensation	EXPENSE	Payee Name	\$8,964.26	488007	\$1,125.25
WF-0000-Computer Printed	600000008	04/10/24		14G74J173808	Claimant Name	12/23/23	02/09/24	WC	Workers Compensation	EXPENSE	Payee Name	\$8,964.26	488008	\$3,035.25
WF-0000-Computer Printed	600000009	04/10/24		14G74J173809	Claimant Name	12/07/23	12/11/23	WC	Workers Compensation	IND.LEGAL	Payee Name	\$8,964.26	488009	\$629.58
WF-0000-Computer Printed	600000010	04/10/24		14G74J173810	Claimant Name	12/12/23	12/14/23	WC	Workers Compensation	IND.LEGAL	Payee Name	\$8,964.26	488010	\$588.90
WF-0000-Computer Printed	600000011	04/10/24		14G74J173811	Claimant Name	01/13/24	01/18/24	WC	Workers Compensation	IND.LEGAL	Payee Name	\$8,964.26	488011	\$645.83
WF-0000-Computer Printed	600000012	04/10/24		14G74J173812	Claimant Name	12/21/23	12/26/23	WC	Workers Compensation	IND.LEGAL	Payee Name	\$8,964.26	488012	\$402.50
WF-0000-Computer Printed	600000013	04/10/24		14G74J173813	Claimant Name	01/28/24	02/01/24	WC	Workers Compensation	IND.LEGAL	Payee Name	\$8,964.26	488013	\$611.11
WF-0000-Computer Printed	600000014	04/10/24		14G74J173814	Claimant Name	02/18/24	02/22/24	WC	Workers Compensation	IND.LEGAL	Payee Name	\$8,964.26	488014	\$663.34
WF-0000-Computer Printed	600000015	04/10/24		14G74J173815	Claimant Name	12/10/23	01/09/24	WC	Workers Compensation	IND.LEGAL	Payee Name	\$8,964.26	488015	\$1,282.50
WF-0000-Computer Printed	600000016	04/11/24		14G74J173816	Claimant Name	03/28/24	03/28/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488016	\$26.00
WF-0000-Computer Printed	600000017	04/11/24		14G74J173817	Claimant Name	03/15/24	03/15/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488017	\$26.00
WF-0000-Computer Printed	600000018	04/11/24		14G74J173818	Claimant Name	03/25/24	03/25/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488018	\$26.00
WF-0000-Computer Printed	600000019	04/11/24		14G74J173819	Claimant Name	03/06/24	03/06/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488019	\$26.00
WF-0000-Computer Printed	600000020	04/11/24		14G74J173820	Claimant Name	03/19/24	03/19/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488020	\$26.00
WF-0000-Computer Printed	600000021	04/11/24		14G74J173821	Claimant Name	03/06/24	03/06/24	WC	Workers Compensation	EXPENSE	Payee Name	\$338.00	488021	\$52.00

Claims System Screenshots

← → C <https://cvdemo.pcdivision.com/claimdashboard/> ⭐ ☰


Christina Jacob
 (920) 726-9257 | c.j@pg.com

1/5

Claim #: 1300015
 Location: CULTURAL SERVICES
 Supervisor: McRae S Johnston
 Adjuster: Priya Govindaraju

Policy Info
 Policy #: 2011-00000353-000000015
 Start/End: 8/1/2014 - 2015
 Type: Workers' Compensation
 Insurer: York Risk Services Group

2 Urgent 1 Past Due
 3 Today

5 Pending Payments

Reserves \$12,077
 \$37,527 / \$50,000
 Medical: \$11,553 / \$12,000 Indemnity: \$425 / \$50,000
 Reserves Paid

Contacts
 Joe Ninomiya Coordinator (861) 872-3426
 Jane A Witness (464) 712-3391
 Charles A Dough Investigator (212) 442-7224

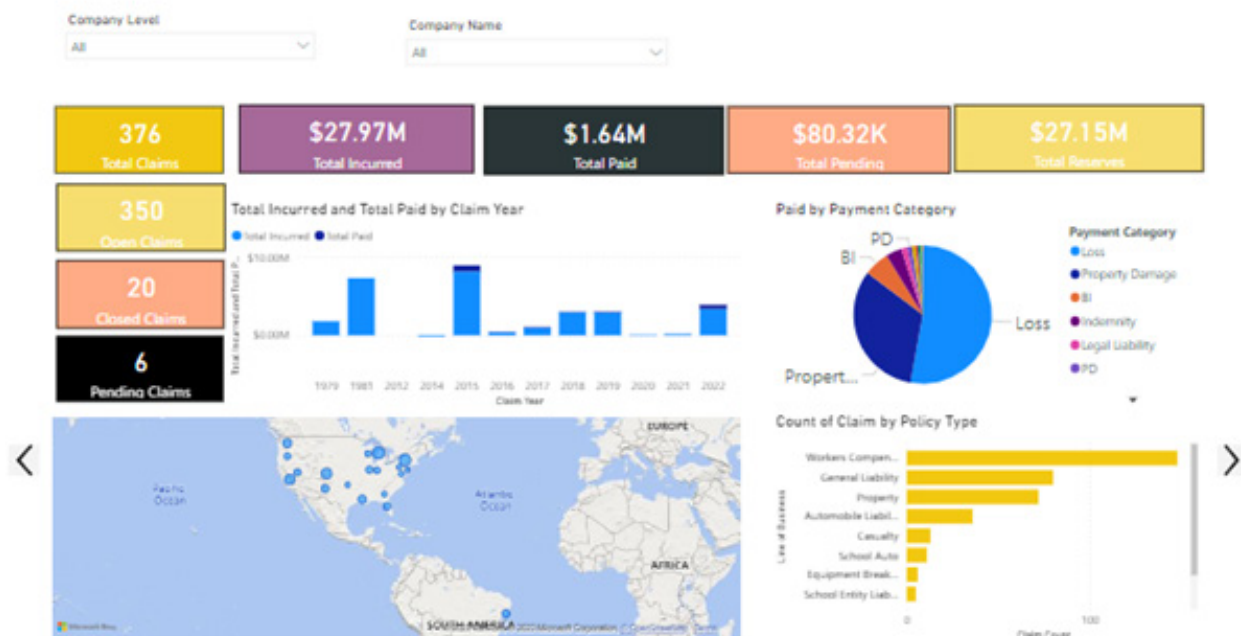
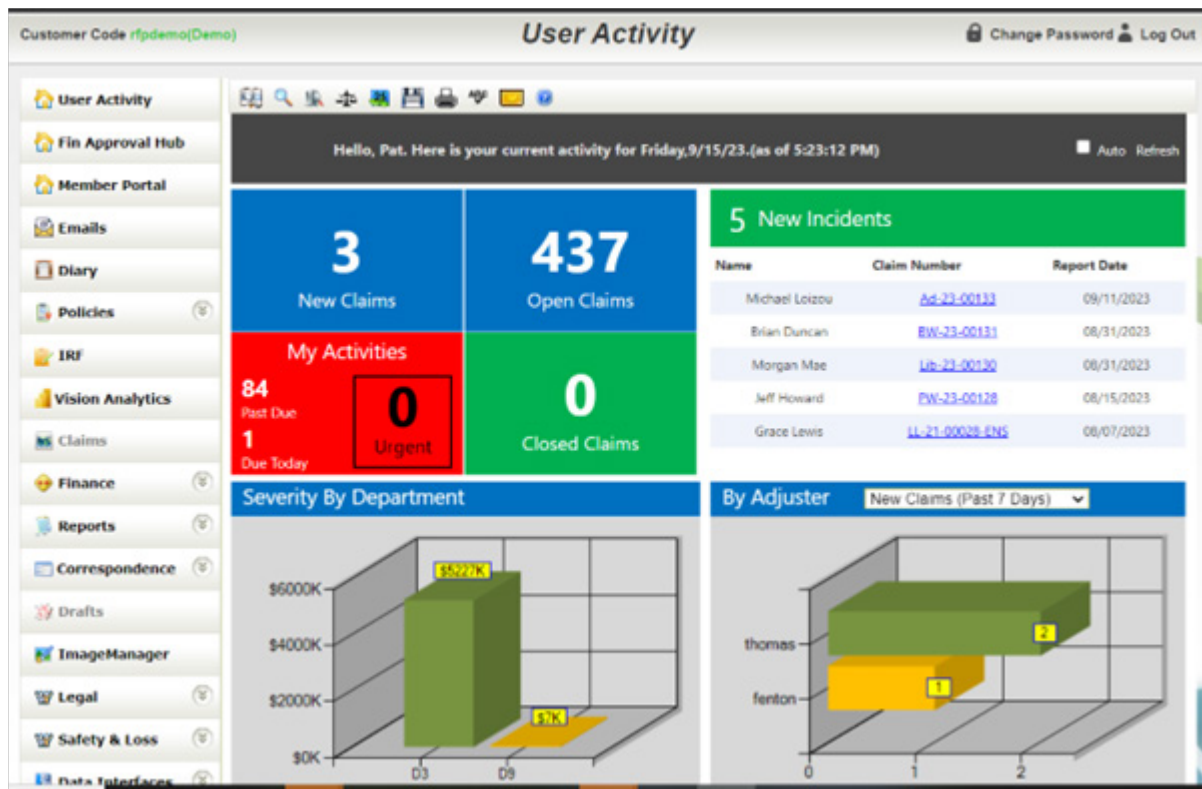
Tasks
 Thursday, October 23
 Prepare medical records for legal.
 Tuesday, October 21
 Supervisor review for re-opened medical claim
 Friday, October 17
 Please be sure adjuster has looked at this claim
 Thursday, October 16
 Supervisor review for re-opened medical claim

Notes
 Wednesday, October 22
 PROBLEM, AND RECENT COMPLAINT OF NUMBNESS FROM WAIST DOWN INTO BOTH LEGS.
 Monday, October 20
 ADVISED HER CITY WOULD CONSIDER ASSIGNING OTHER CASES ANYWAY.
 Friday, October 17
 RECD CALL FROM YVONNE WILLIS, CASE MANAGER AT CRAWFORD HEALTH MGT, REGARDING CUMT'S CASE.
Attachments
 Letter-July Trips-Express.doc (Yesterday)
 Jesus Wilfong.pdf (5 days ago)
 Orin Rivers VR Plan.pdf (Last month)
[Show all attachments](#)

Recent Transactions

Date	Payee Name	Type	Transaction #	Amount
10/15/2014	Christina Jacob	Reserve	060398634	\$3,016.00
10/7/2014	Christina Jacob	Payment	060398633	\$122.42
9/21/2012	Christina Jacob	Payment	060398632	\$258.98
9/4/2014	Christina Jacob	Payment	060398631	\$108.00
8/16/2014	Christina Jacob	Payment	060398630	\$364.56

Total: 125 records [Click here for Transaction History](#)





Appendix E: Sample Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1801 West End Avenue, Suite 1400 Nashville, TN 37203		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
130784415-Davie-Prof-24-25		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Davies US LLC & It's Subsidiaries 6015 Resource Lane Lakewood Ranch, FL 34202		INSURER A: Great Northern Insurance Company 20303 INSURER B: Chubb Indemnity Insurance Co 12777 INSURER C: Federal Insurance Company 20281 INSURER D: Great American E&S Insurance Company 37532 INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: ATL-005504471-04		REVISION NUMBER: 7		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		36045064	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		73621504	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		93647795	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	7176-3736	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		TER 5325748	05/01/2024	05/01/2025	Limit 10,000,000 Deductible 150,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER Davies US LLC Including It's Subsidiaries 26 Century Blvd., Suite NT350 Nashville, TN 37214	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF PROPERTY INSURANCE

 DATE (MM/DD/YYYY)
10/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000098673	
INSURED Davies US LLC & It's Subsidiaries 6015 Resource Lane Lakewood Ranch FL 34202 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Endurance Assurance Corporation NAIC # 11551 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570108807598 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY					BUILDING	
	<input type="checkbox"/> CAUSES OF LOSS	<input type="checkbox"/> DEDUCTIBLES				PERSONAL PROPERTY	
	<input type="checkbox"/> BASIC	<input type="checkbox"/> BUILDING				BUSINESS INCOME	
	<input type="checkbox"/> BROAD	<input type="checkbox"/> CONTENTS				EXTRA EXPENSE	
	<input type="checkbox"/> SPECIAL					RENTAL VALUE	
	<input type="checkbox"/> EARTHQUAKE					BLANKET BUILDING	
	<input type="checkbox"/> WIND					BLANKET PERS PROP	
	<input type="checkbox"/> FLOOD					BLANKET BLDG & PP	
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/> INLAND MARINE		TYPE OF POLICY				
	<input type="checkbox"/> CAUSES OF LOSS		POLICY NUMBER				
	<input type="checkbox"/> NAMED PERILS						
	<input type="checkbox"/>						
A	<input checked="" type="checkbox"/> CRIME		MAP30006365103	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> Employee Theft	\$5,000,000
	<input type="checkbox"/> TYPE OF POLICY					<input checked="" type="checkbox"/> Deductible	\$25,000
	<input type="checkbox"/> Crime - Primary						
	<input type="checkbox"/>						
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN						
	<input type="checkbox"/>						
	<input type="checkbox"/>						

CERTIFICATE NUMBER: 570108807598

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
--

CERTIFICATE HOLDER Davies US LLC & It's Subsidiaries 6015 Resource Lane Lakewood Ranch FL 34202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--





The Aon Centre
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AN
United Kingdom

Date: 11 November 2024

To Whom It May Concern

Confirmation of Insurance

We, Aon UK Limited, are the insurance brokers for Tennessee Topco Ltd and subsidiary companies including but not limited to Tennessee US Holdco 1, Inc, Davies Holdings Ltd, Davies US LLC and US Subsidiaries and others as more fully described in the Contract ("**Client**"), who have requested that we issue this letter on their behalf for information purposes only.

We confirm that we have placed contract(s) of insurance on behalf of our Client as described below ("**Insurance(s)**"). The Insurance(s) is/are in force as at the date of this letter.

Cyber Primary Layer:

Insurance(s)

Name of Insured:	Tennessee Topco Ltd and subsidiary companies including but not limited to Tennessee US Holdco 1, Inc, Davies Holdings Ltd, Davies US LLC and US Subsidiaries and others as more fully described in the Contract
Type of insurance:	Cyber
Period:	From: 31 October 2024 To: 30 October 2025 Both days inclusive
Limits of Liability:	GBP 5,000,000, any one claim and in the aggregate
Retention:	GBP 300,000
Name of Insurer:	Chubb European Group SE
Policy numbers:	APPUK2401892



Cyber Excess Layer 1:

Insurance(s)

Name of Insured: Tennessee Topco Ltd and subsidiary companies including but not limited to Tennessee US Holdco 1, Inc, Davies Holdings Ltd, Davies US LLC and US Subsidiaries and others as more fully described in the Contract

Type of insurance: Cyber

Period: From: 31 October 2024
To: 30 October 2025
Both days inclusive

Limits of Liability: GBP 10,000,000 in excess of GBP 5,000,000 any one claim and in the aggregate

Name of Insurer: QBE UK Limited

Policy numbers: APPUK2401894

Cyber Excess Layer 2:

Insurance(s)

Name of Insured: Tennessee Topco Ltd and subsidiary companies including but not limited to Tennessee US Holdco 1, Inc, Davies Holdings Ltd, Davies US LLC and US Subsidiaries and others as more fully described in the Contract

Type of insurance: Cyber

Period: From: 31 October 2024
To: 30 October 2025
Both days inclusive

Limits of Liability: GBP 15,000,000 in excess of GBP 15,000,000 any one claim and in the aggregate

Name of Insurer: Beazley Furlonge Ltd - Lloyd's Syndicate 2623/623 and certain other Insurance Companies and Underwriters at Lloyd's London

Policy numbers: APPUK2401893

**Cyber Local USA policy:****Insurance(s)**

Name of Insured:	Tennessee Topco Ltd and subsidiary companies including but not limited to Davies Global (CTL) Ltd, formally Sionic Global (CTL) Ltd and others more fully described in the contract
Type of insurance:	Cyber
Period:	From: 31 October 2024 To: 30 October 2025 Both days inclusive
Limits of Liability:	USD 1,000,000 any one claim and in the aggregate
Retention:	USD 350,000, in respect of the Widespread Event Endorsement as per the policy documentation USD 390,000 for all other claims
Name of Insurer:	ACE American Insurance Company (Chubb)
Policy numbers:	APPUK2401892

This letter is not to be understood as providing advice of any kind. You are responsible for any assumptions you may make regarding the cover afforded by the Insurance(s), which are subject to the terms, conditions and exclusions of each policy.

The issue of this letter does not make the person or organisation to whom/which it is sent an additional insured or loss payee, nor does it modify the Insurance(s) in any way.

We are not acting as the agent of insurer(s) in providing this letter.

We accept no obligation to update this letter should any of the Insurance(s) be cancelled, assigned, not renewed or changed in such a manner as to affect the accuracy of this document.

This letter is provided on the strict understanding that we do not owe or assume any duty, liability or responsibility whether in contract, tort or otherwise to anyone other than our Client. To the fullest extent permitted by law, we shall not be liable for any loss arising directly or indirectly from any use of this document by anyone other than our Client.

This letter will be governed by and construed in accordance with the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that arises out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

If you do not accept the basis on which this letter is provided, including the exclusions of liability set out above, please return the letter to us immediately.

Yours faithfully

Sally Dunn
Executive Director
For and on behalf of Aon UK Limited



>110

Global office locations

>1m

Claims handled annually

>8,000

Global staff

>\$10bn

Claims spend managed annually

Davies US LLC

Davies US LLC. Registered office: 135 Allen Brook LN STE 101, Williston, VT

Disclaimer and Copyright Notice

This document is intended for general informational purposes only, does not take into account the reader's specific circumstances and is not a substitute for professional or legal advice. Readers are responsible for obtaining such advice from licensed professionals. The information included in this document has been obtained from sources we believe to be reliable and accurate at the time of issue. The issuer disclaims, to the fullest extent permitted by applicable law, any and all liability for the accuracy and completeness of the information in this document and any acts or omissions made based on such information. No part of this document may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical photocopying, microfilming, recording, scanning or otherwise for commercial purposes without the written permission of the copyright holder.

The Davies Group logo is a registered trademark and is used under licence.
Copyright © (2025). All rights reserved. Telephone calls may be recorded.