

AGREEMENT

between

BROWARD COUNTY

and

JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE

for

OUTSIDE CLAIMS ADJUSTING SERVICE

RLI # R0914601R1

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OUTSIDE CLAIMS ADJUSTING SERVICE

RLI # R0914601R1

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY issued a Request For Letters of Interest to create a library of outside claims adjusting service firms to supplement COUNTY's self-insured and commercially procured property and casualty risk program, ("Library Program") on an as-needed basis as determined solely by COUNTY; and

WHEREAS, CONTRACTOR has indicated its desire to participate in the Library Program; and

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Risk Management Division, or the designee of such County Administrator or Director. The primary responsibilities of Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **County Business Enterprise or "CBE"** - is a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Small Business Development Division.
- 1.7 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONTRACTOR shall perform all work identified in this Agreement and Exhibit "A." The parties agree that the Scope of Services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 2.2 CONTRACTOR acknowledges and agrees that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

- 2.3 CONTRACTOR shall pay its subcontractors and suppliers, including its CBE subcontractors and suppliers, within thirty (30) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from such subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end three (3) years from that date; the term may be extended for up to two (2) additional one (1) year periods upon written notice from Contract Administrator ninety (90) days prior to the expiration of the then current term. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the expiration date of this Agreement. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.3 and in accordance with the Pricing Schedule attached hereto and made a part hereof as Exhibit "B," for all reimbursables agreed to in Section 4.2, which amounts shall be accepted by CONTRACTOR as full compensation for all such work and expenses. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 4.2 REIMBURSABLES
- 4.2.1 In accordance with and pursuant to the Broward County Procurement Code and subject to the limitations set forth below, expenses, reasonable in amount and nature, which are directly attributable to the Project may be

charged at no more than actual cost and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes, as may be amended from time to time. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed. CONTRACTOR shall not be reimbursed for travel time.
- b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONTRACTOR's personnel subject to the limitations of Section 112.061, Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONTRACTOR's employees from one of CONTRACTOR's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn or Ramada Inn.
- c) Cost of printing, photocopies, copies of photographs, and transcription services which are required by or of CONTRACTOR to deliver services set forth in this Agreement.

4.2.2 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks, or other evidence of payment.

4.2.3 It is acknowledged and agreed to by CONTRACTOR that the dollar limitation set forth in Section 4.2.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse CONTRACTOR for expenses, but does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to incur such expenses or perform the services identified in Article 2.

4.3 METHOD OF BILLING AND PAYMENT

4.3.1 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement

expires. For reimbursable expenses, CONTRACTOR may submit invoices no more often than bi-weekly. Invoices shall designate the nature of the services performed and/or the expenses incurred. CONTRACTOR shall submit with each invoice a Certification of Payments to Subcontractors (Exhibit "C"). The certification shall be accompanied by a copy of the notification sent to each subcontractor listed in item 2 of the form, explaining the good cause why payment has not been made.

- 4.3.2 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.
- 4.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.5 Payment will be made to CONTRACTOR at:

WIMBERLY CLAIMS SERVICE
2303 Rogero Rd
Jacksonville, Florida 32211

ARTICLE 5

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter

of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 6

INSURANCE

- 6.1 To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 6.3, 6.4, 6.5, and 6.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 6.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.
- 6.3 Professional Liability Insurance. A Professional Liability Insurance Policy shall be provided which shall contain minimum limits of Two Million Dollars (\$2,000,000.00) for each claim. Any deductible amount shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) for each occurrence. **CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**
- 6.4 Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars

(\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of One Million Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- 6.5 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

- 6.6 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.7 CONTRACTOR shall furnish to COUNTY's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Agreement and attached hereto as Exhibit "D." The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708, to be provided by COUNTY's Risk Management Division. CONTRACTOR's failure to provide to COUNTY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 6.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 6.9 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names COUNTY as an additional insured.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement may also be terminated by the Board:
- 7.2.1 Upon the disqualification of CONTRACTOR as a CBE by COUNTY's Director of Small Business Development Division if CONTRACTOR's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;
 - 7.2.2 Upon the disqualification of CONTRACTOR by COUNTY's Director of Small Business Development Division due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Agreement or attempting to meet the CBE contractual obligations;
 - 7.2.3 Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of Small Business Development Division if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR or such participant;
 - 7.2.4 Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of Small Business Development Division if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or
 - 7.2.5 If CONTRACTOR is determined by COUNTY's Director of Small Business Development Division to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by County Administrator, which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the

termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

- 7.5 In the event this Agreement is terminated for any reason, any amounts due CONTRACTOR shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

ARTICLE 8

EEO and CBE COMPLIANCE

8.1 EEO COMPLIANCE

CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement

and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 8.2 Although no CBE goal has been set for this Agreement, COUNTY encourages CONTRACTOR to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 9

MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, CONTRACTOR grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CONTRACTOR to Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the

retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.2.

9.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

9.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of

COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind COUNTY in any respect whatsoever.

9.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director, Risk Management Division
Governmental Center, Room 210
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR CONTRACTOR:

President, John Wimberly
WIMBERLY CLAIMS SERVICE
2303 Rogero Rd
Jacksonville, Florida 32211

9.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without COUNTY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

9.9 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of

any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other

jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

9.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.17 HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR §160, 162 and 164 and related regulations. In the event CONTRACTOR is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CONTRACTOR shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "E" for the purpose of complying with HIPAA. Where required, CONTRACTOR shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CONTRACTOR's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

9.18 PAYABLE INTEREST

9.18.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.18.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.18.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" through "F" are incorporated into and made a part of this Agreement.

9.20 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.21 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

9.22 E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of said system, to confirm the employment eligibility of:

1. all persons employed by CONTRACTOR during the term of this Agreement with COUNTY; and
2. all persons, including subvendors/subconsultants/subcontractors assigned by CONTRACTOR to perform work pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE signing by and through its _____, duly authorized to execute same.

COUNTY:

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners


By _____
Mayor

____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

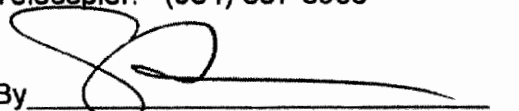
By



Risk Management Division
Perez Alexander, SPC III

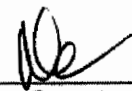
(Date)

By



Sharon V. Thorsen (Date)
Senior Assistant County Attorney

APPROVED:



Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND JOHN WIMBERLY
ENTERPRISES DBA WIMBERLY CLAIMS SERVICE FOR OUTSIDE CLAIMS
ADJUSTING SERVICES

CONTRACTOR:

JOHN WIMBERLY ENTERPRISES DBA
WIMBERLY CLAIMS SERVICE

Witnesses:

Peggy Hitzing
Witness 1 Signature

Peggy Hitzing
Witness 1 Print/Type Name

Rebecca Orm
Witness 2 Signature

Rebecca Orm
Witness 2 Print/Type Name

By: Charles B. Wimberly

Printed Name: CHARLES B. WIMBERLY

Title: VICE PRESIDENT

(CORPORATE SEAL)

SVT:slw
7/11/11
6/27/11
6/21/11
6/20/11
6/14/11
6/7/11
OutsideClaimsAdjustingWimberly
11-103.06

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR is retained as part of a library of claims adjusting firms for the handling of claims assigned by COUNTY on an as-needed basis as determined in COUNTY's sole discretion ("Assigned Claims"). CONTRACTOR is not guaranteed any minimum volume of Assigned Claims. COUNTY shall utilize a rotation method giving each assignable claim in turn to the next vendor on the list provided that vendor has the claims expertise. The rotation shall proceed in alphabetical order utilizing all outside claims adjusting firms included in COUNTY's library. In the event the next vendor on the rotation does not provide the claims expertise for handling the Assigned Claim, the claim will be assigned to the next vendor on the list possessing the claims expertise. In the event CONTRACTOR is neither willing nor able to accept the Assigned Claim, CONTRACTOR shall notify COUNTY in writing within two (2) business days of the reason for rejecting the Assigned Claim. COUNTY reserves the right to withdraw any claims previously assigned from CONTRACTOR, in its sole discretion, at any time, by written direction, and CONTRACTOR shall provide to COUNTY all documentation of any kind whatsoever related to the Assigned Claim within ten (10) business days.

Assigned Claims must be handled by qualified, Florida-licensed adjusters with a minimum of three (3) years experience in the relevant discipline, licensure in good standing with the Florida Department of Insurance during the time the adjuster is performing services under this contract, and adjusting must be in accordance with COUNTY's standards, State of Florida and Federal laws.

Broward County Board of County Commissioners, COUNTY, is a fully funded, self-insured subdivision of the State of Florida whose liability program is governed by Florida Statutes 768.28. All liability claims handling must comply with this statute.

COUNTY's claims are supervised by COUNTY's Risk Management Division, which is located at the Broward County Governmental Center: 115 South Andrews Avenue, Ft Lauderdale, Florida 33301 (954-357-7200).

CONTRACTOR SHALL COMPLY WITH THE FOLLOWING STANDARDS WHILE PERFORMING CLAIMS ADJUSTING SERVICES FOR COUNTY:

County Standards for Claim Handling

INVESTIGATION

Initial Contact

Initial contact with all appropriate persons or entities shall be made on all Assigned Claims within two (2) business days. In workers' compensation claims, initial contact shall include the treating

physician.

**Employer
Paid
/Temporary
Total
Disability**

Contact with all appropriate persons and entities, which shall include but not be not be limited to, the COUNTY, claimant, and treating physician shall continue throughout the life of the claim and at a minimum of thirty (30) day intervals as long as Employer Paid/Temporary Total Disability benefits continue, or the potential of permanency exists. If contact is not made, a written explanation shall be placed in claim's file notes detailing the reasons for the lack of contact.

Statements

Recorded statements are to be obtained from all appropriate persons and entities, which shall include, but not limited to all claimants, and witnesses, as soon as possible but no later than 10 days of assignment of claim to an adjuster unless the need for additional time is documented in the claim's file notes. If recorded statements are not obtainable, a written statement, or summary of a verbal report should be used as documentation. If recorded statements, written statements, or summary of verbal reports cannot be accomplished within the 10-day period, a written explanation shall be documented in the claim's file notes.

**Witness
Contact**

Witnesses should be contacted as soon as possible but no later than 10 days of assignment of the claim to an adjuster unless the need for additional time is documented in the claim's file notes. If no contact is made, a written explanation shall be documented in the claim's file notes.

**Surveillance
/Activity
Checks**

Claims for permanent total disability require activity checks in intervals of not less than six (6) month periods. For other claims involving extended disability, suspicion of fraud, or other questionable claims, adjuster shall evaluate whether surveillance or activity checks would be appropriate. The analysis and ultimate decision should be documented in the claim's file notes.

**Disability/
Verification**

All lost time claims must be verified with the treating physician and confirmed with the claimant prior to the recommendation of payment. Verification and any exceptions must be documented in claim's file notes.

RESERVING

**Initial
Reserve**

The initial reserves shall beset within – two (2) business days of claim assignment to an adjuster based on the adjuster's analysis of exposure given the information known at the time. Reserves for medical only claims should be set at \$500 indemnity, and \$100 expense. A reserve worksheet, in a form approved by COUNTY,

shall be submitted to COUNTY within two (2) business days.

**Subsequent
Reserves**

Reserves should be reviewed by the adjuster at each Diary Date or upon receipt of any information that could, in the adjuster's opinion as documented in the claim's file notes, impact the exposure. Following the adjuster review, appropriate adjustments should be made reflected in the established reserves. "Stair stepping," or small incremental reserve increases over time, are unacceptable.

**Reserve
Worksheet**

All claims with indemnity reserves require a Reserve Worksheet in a form approved COUNTY. Medical only claims with a total reserve of \$15,000 or more require a Reserve Worksheet. A new Reserve Worksheet is required for each reserve increase in excess of \$15,000.

CLAIM MANAGEMENT

**Initial
Medical
Reports**

Within 30 days of assignment to adjuster, medical information and index reports must be requested for claimants alleging injury.

**Status
Reports**

Status reports must be provided at least every 90 days unless otherwise directed by COUNTY. S Reports shall follow the Report Criteria set forth herein and must indicate the degree of permanent disability claimed, if any.

**Diary/File
Review**

Regular review ("Diary Date") shall be set for each open claim including claims in litigation. The interval between reviews must not exceed 90 days. If the claim is handled within the 90-day diary period, then a new Diary Date may be set for up to 90 days from that date. Each diary review shall be documented in the claim's file notes and shall include documentation of any action taken at the time of review.

**Records/Docu
mentation**

Hospital records and other documentation pertinent to the claim may be obtained at adjuster's discretion; however, all hospital records and other document pertinent to the claim shall be obtained upon the completion of treatment.

**Independent
Medical
Exams/Second
Opinions**

Independent Medical Exams (IME) and Second Opinions are used to determine the ability of a claimant to return to work, the extent of a permanent injury or the need for additional treatment. The IME doctor shall be provided with all pertinent documentation at the time of assignment.

Litigation

Any litigation related to an Assigned Claim must be reported to COUNTY within 48 hours of notice received by adjuster. COUNTY shall designate defense counsel and. CONTRACTOR shall make the

referral with 24 four hours of designation by COUNTY and provide information, support, follow-up on deadlines, and court dates as necessary. A defense strategy and steps taken to achieve same shall be documented in the claim's file notes, and maintained throughout the litigation. CONTRACTOR shall follow any and all direction from COUNTY as it relates to litigation, which may include, but not be limited to reporting and documentation with the time frames directed by COUNTY.

**Rehabilitation
Services**

Adjuster is responsible to initiate, coordinate, direct, and carefully monitor any rehabilitaiton services requested. Rehabilitaiton services are to be paid under the indemnity portion of the file. All rehabilitation assignments must have prior written approval of the COUNTY.

Subrogation

Each claim must be reviewed for subrogation potential prior to closure. Lien letters (typed) must be sent to the appropriate parties. The Manfredo formula must be considered. The Statute of Limitations must be recognized and documented in the claim's file notes.

**State
Funds/Social
Security/Oth
er Offsets**

Any possible recovery from a State Fund, Social Security Administration, other offsets (apportionment, contribution, unemployment, salary continuation, GRICE (pension/retirement) benefits, or need for a Medicare Set Aside agreement, shall be recognized, pursued and documented.

**Cost
Containment**

Utilization of cost containment services is required and CONTRATOR shall comply with any current COUNTY vendor cost containment procedures. If Field Case Management (FCM) services are deemed necessary by adjuster, CONTRACTOR shall receive prior written approval of COUNTY.

BENEFIT PAYMENTS

**Bill
Payment**

Medical bills are to be repriced by the COUNTY designated E-Bill review vendor. CONTRACTOR shall review all third party bills for accuracy prior to forwarding to COUNTY for payment. CONTRACTOR shall document in writing to COUNTY the results of its review.

**Lost Time/
Permanent
Disabilit**

Shall be paid in accordance with State of Florida requirements.

PLANNING, DOCUMENTATION AND REPORTING

**Docume
ntation**

All actions taken regarding the Assigned Claim, including, but not limited to evidence obtained, developments made, conversations held

**Claim's
File Notes**

must be documented in the claim's file notes.

The claim's file notes shall reflect the developments and investigation of the adjuster from beginning to current date. The Assigned Claim file notes shall be kept current at all times. The claim's file notes should be clear so that any other adjuster would be able to understand the claim.

**Special
Reports**

Excess reports are due promptly as noted in the COUNTY's applicable excess workers' compensation carrier's service instructions.

EXCESS CARRIER REPORTING

Reporting

Reporting must be provided in compliance with the required service instructions of COUNTY's excess workers' compensation carrier. Initial reports to the excess carrier are required on cases where the reserve is set at or above 50% of the Self Insured Retention ("SIR") unless otherwise directed. Reporting is also required for listed loss categories, regardless of the reserve. CONTRACTOR shall comply with COUNTY's applicable excess workers' compensation carrier's service instructions.

**Initial
Report**

A complete initial report is required to be submitted to COUNTY's applicable excess carrier within 72 hours of receipt of Assigned Claim.

**Subsequent
Reports**

Subsequent reports to COUNTY's applicable excess carrier must provide information including developments since the previous report as well as copies of all supportive material. Status reports are required quarterly or as directed by COUNTY's excess workers' compensation carriers service instructions. The adjuster must indicate the specific date on which the next status report is to be expected. The responsibility for timely reporting, both initial and subsequent, rests with the adjuster.

**Enclosure
to Reports**

The adjuster shall provide all pertinent documentation including, but not limited to, photocopies of medical reports, photographs, legal information, and any other pertinent file information when reporting to the excess carrier.

**Excess
Recoveries**

The adjuster shall not close a claim in the event that excess recoveries are being pursued, unless otherwise directed by COUNTY in writing.

REPORTS CRITERIA

All Reports shall contain the following:

- a) Claim numbers (COUNTY'S and CONTRACTOR'S)
- b) Date and time of loss
- c) Location of loss
- d) Adjuster's name and contact information including adjuster's telephone number and email address.
- e) Claim type: workers' compensation, general liability, auto, property, specialty line description, etc.
- f) Claimant's identification with age, social security number, addresses, telephone, and email address.
- g) Summary of the facts of loss.
- h) Description of the damages claimed.
- i) Claimant's allegation.
- j) Adjuster's liability analysis.
- k) Plan of action.
- l) Recommended reserve and rationale.

CONTRACTOR SHALL:

1. Comply with all laws, rules, regulations and procedures established by COUNTY, Federal Government and the State of Florida.
2. Provide local access "954" area code or toll-free number for telephone communications.
3. Adhere to the COUNTY's Standards for Claims Handling and other instructions as provided by COUNTY throughout the term of this contract.
4. Assign an adjuster to all Assigned Claims within 24 hours of receipt of Assigned Claim from COUNTY.
5. Provide the assigned adjuster's name, address, telephone number with extension, if applicable, and email address to COUNTY when

- a claim is assigned to adjuster.
6. Make assignments, following prior written approval by COUNTY to COUNTY-approved vendors including but not limited to legal counsel, surveillance companies, and medical managed care providers.
 7. Return all documentation in any form and of any kind whatsoever related to the Assigned Claim upon request by COUNTY within 10 business days of the written request.
 8. Designate an additional contact person located in Florida, other than the adjuster assigned to the claim, to be available to COUNTY by phone or email on a daily basis to field general questions, concerns, complaints, requests, and all other not specified here.
 9. CONTRACTOR shall review all third party bills for accuracy prior to forwarding to COUNTY for payment. CONTRACTOR shall document in writing to COUNTY the results of its review and shall provide COUNTY with all third party bills within 3 business days of receipt.
 10. Recommend a settlement by payment or denial of a claim.

a) Settlement by payment:

Adjuster shall send a report to COUNTY outlining the reason for the recommendation, and reference to the supporting documentation including statutes, and doctrines with a breakdown of how the authority requested was derived, the name of the payee as it should appear on a check, the payee's social security number/federal identification number, the amount of the payment recommended, the date of loss, the claim numbers (CONTRACTOR'S and COUNTY's), the current mailing address, and the result payment is to achieve (i.e. settlement of bodily injury, rental expense, etc.), and reference to the supporting documentation including statutes, and doctrines.

b) Denial of a claim:

Adjuster shall send a report to COUNTY outlining the reason for the recommendation, and reference to the supporting documentation including statutes and doctrines the name of the claimant's attorney, the claimant's name, pertinent mailing address, date of loss, claim numbers (CONTRACTOR and, COUNTY's).

11. Shall not settle any claim **without prior written approval** of COUNTY.
12. Have recorded statements transcribed at COUNTY's request, and send to COUNTY within 10 business days of written request.
13. Acknowledge that COUNTY retains ownership of all COUNTY-Assigned Claims.
14. Obtain written approval of COUNTY prior to incurring any outside expenses for which CONTRACTOR expects, or will seek reimbursement from COUNTY.
15. Maintain high-speed internet access to facilitate the electronic sharing of information
16. Utilize a computer claims management system to manage claims. The system will be capable of handling all activities associated with documenting a claim from inception to conclusion.
17. Maintain a detailed record of time and expenses for each claim for billing purposes.
18. All correspondence to COUNTY shall include COUNTY's claim number and CONTRACTOR's claim number.
19. Interpret the phrase, "...documented in the claim's file notes..." to mean appear in writing/written in the claim's file notes.
20. Retain Assigned Claim files in accordance with the law and provide copies of file materials as requested to COUNTY during that time.
21. CONTRACTOR shall be solely responsible for the actions or inactions of any adjuster performing services relating to any Assigned Claims hereunder.

COUNTY shall:

1. Assign claims if and when needed to CONTRACTOR
2. Audit vendor billing and make appropriate payments sending payment advice to CONTRACTOR's adjuster for the file.
3. Provide the assigned adjuster's name, address, telephone number with extension, if applicable, and email address at the time a claim is assigned.

4. Obtain police reports for Assigned Claims, and provide a copy to CONTRACTOR unless otherwise indicated.
5. Designate a COUNTY contact person on each claim.
6. Provide CONTRACTOR with COUNTY's claim number on each claim when assigned.
7. Designate approved vendors for services such as, but not limited to legal counsel, surveillance, medical managed care.
8. Review settlement by payment and denial recommendations and provide written direction or authority to CONTRACTOR at COUNTY's discretion.

EXHIBIT B
PRICING SCHEDULE

CLAIM TYPES	HOURLY RATES
Auto (PD only)	\$ 72.00
Auto (BI, includes PD if applicable)	\$ 72.00
General Liability (PD only)	\$ 75.00
General Liability (BI, includes PD if applicable)	\$ 75.00
Property	\$ 75.00
Subrogation	\$ 65.00
Workers' Compensation (no Heart & Lung)	\$ 72.00
Workers' Compensation (Heart & Lung)	\$ 72.00
CAT	\$ 85.00
Specialty Lines	\$ 72.00
FLAT RATE SERVICES	One-time charge
Administrative/Clerical - one-time, flat rate per assigned claim	\$ 45.00

PD = Property damage

BI = Bodily injury

CAT = Catastrophe claims (claims arising in Broward County during a period in which a governmental entity, having jurisdiction within Broward County, has formally declared a state of emergency)

Specialty Lines = Claim types not specified above including, but not limited to, errors & omissions, medical malpractice, construction defect, and cargo.

Hourly Rates shall be prorated in ten minute increments.

EXHIBIT C

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract: No. R0914601R1

Project Title: Outside Claims Adjusting
Services

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or
suppliers name
and address

Date of disputed
invoice

Amount in
dispute

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT D **INSURANCE**

CERTIFICATE OF LIABILITY INSURANCE		OP ID: 31 DATE (MM/DD/YYYY) 07/16/11														
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 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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 House	386-252-9801 386-239-5729	CONTACT NAME: Melissa Schmidt PHONE: 386-238-8841 FAX: 386-323-9104 E-MAIL ADDRESS: mschmidt@bdaytona.com PRODUCER CUSTOMER ID #: JOHNW-6														
INSURED JOHN WIMBERLY ENTERPRISES, INC CHUCK WIMBERLY 2303 ROGERO ROAD JACKSONVILLE, FL 32211	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Ins</td> <td>25615</td> </tr> <tr> <td>INSURER B: Bridgefield Employers</td> <td>10701</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Ins	25615	INSURER B: Bridgefield Employers	10701	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:																
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	ADDITIONAL SUBR (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	X	16806572N168COF11	05/26/11	06/28/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000										
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		16806572N168COF11	05/26/11	06/28/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$										
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	33042109	05/26/11	06/28/12	<input checked="" type="checkbox"/> LWC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if such space is required) BROWARD COUNTY IS RECOGNIZED AS AN ADDITIONAL INSURED WITH REGARD TO THE GENERAL LIABILITY.																
CERTIFICATE HOLDER BROWARD COUNTY 116 S. ANDREWS AVE. #216 FORT LAUDERDALE, FL 33301				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>Danny DiChino</i>												

ACORD 25 (2009/09)

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 Risk Management Division
 Jacqueline A. Binns
 Risk Insurance and
 -- Manager

EXHIBIT E

**BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE
FOR
OUTSIDE CLAIMS ADJUSTING**

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE (hereinafter called "Business Associate"), _____, for Outside Claims Adjusting Service:

The Agreement between Broward County and JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE, RLI Number R0914601R1, "Existing Agreement."

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities/programs related to the provision of health care; and

WHEREAS, the operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996, as amended from time to time (HIPAA); and

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information ("PHI") as defined under HIPAA must be documented through a written agreement; and

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge their respective responsibilities; and

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: General Terms and Definitions.

- 1.1 All terms used in this Business Associate Addendum not otherwise defined herein shall have the meanings as defined in 45 CFR Parts 160, 162 and 164 (hereinafter called, "HIPAA"), as may be amended from time to time.
- 1.2 In the event of an inconsistency between the provisions of this Business Associate Addendum and the mandatory terms of the HIPAA rules and regulations, as may be expressly amended from time to time by the U.S. Department of Health and Human Services (HHS) or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties hereto, the interpretation of HHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with the rules of precedence.
- 1.3 When provisions of this Business Associate Addendum are more stringent than those mandated by HIPAA, but are nonetheless permitted by the rules, the provisions of this Business Associate Addendum shall control.
- 1.4 Risk assessment as used in Section 2.2 below is defined as the act of assessing whether each implementation specification identified in 45 CFR § 164.306 is a reasonable and appropriate safeguard, documenting reasons why they are deemed appropriate or not, and if not deemed appropriate, identifying other reasonable safeguards that shall be used.
- 1.5 Penalties as used in Section 2.4 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary to the U.S. Department of Health and Human Services. In determining penalties, the Secretary will take into account the nature and extent of the violation and the nature and extent of harm resulting from such violation. The amount of the penalties range depending upon the type of violation.

Section 2: Obligations and Activities of the Business Associate.

- 2.1 The Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Business Associate Addendum or as required by law.
- 2.2 The Business Associate agrees to utilize a risk assessment to develop appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the PHI other than as permitted or required by this Business Associate Addendum or as required by law, prior to providing any services under this Business Associate Addendum.

- 2.3 The Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Addendum.
- 2.4 The Business Associate agrees to notify the County's HIPAA Privacy Official at (954) 357-6157 of any impermissible use or disclosure of any unsecured PHI within twenty-four (24) hours of it becoming aware of such access, acquisition, use or disclosure so the County can investigate the circumstances to determine if a breach occurred. In some cases, if a breach can be corrected and the harmful effects mitigated within thirty (30) days of the knowledge of a breach, penalties identified by the Secretary of the U.S. Department of Health and Human Services may not be imposed. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals.
- 2.5 The Business Associate further agrees to provide the County's HIPAA Privacy and/or Security Official, HIPAA Liaisons, and Contract Grants Administrators with such information set forth below which is required for the County to investigate the incident and determine if it constitutes a breach requiring the County to provide notification to each affected individual whose unsecured PHI was or is reasonably believed to have been accessed, acquired, used or disclosed in a manner impermissible under HIPAA or this Business Associate Addendum, and to the Secretary of the U.S. Department of Health and Human Services.
- 2.5.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident;
- 2.5.2 A description of the type(s) of unsecured PHI that were involved;
- 2.5.3 Any steps the individuals should take to protect themselves from potential harm that may result from the incident;
- 2.5.4 A brief description of what the Business Associate is doing to investigate the incident and to mitigate harm to the individuals, and to protect against any further incidents; and
- 2.5.5 Contact procedures for individuals to ask questions or learn additional information, which may include, in the discretion of the County, a toll-free telephone number, e-mail address, Web site, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals.

- 2.6 The Business Associate agrees to require that any agent, including a subcontractor, to whom it provides PHI received from the County or created or received on behalf of the County by the Business Associate, agree to, at a minimum, the same restrictions and conditions that apply to the Business Associate pursuant to this Business Associate Addendum.
- 2.7 The Business Associate agrees to provide access to the County to all PHI in Designated Record Sets within fifteen (15) days of the County's request in order for the County to meet the requirements under 45 CFR § 164.524.
- 2.8 The Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR § 164.526 in a timely manner.
- 2.9 The Business Associate agrees to make its internal practices and books, including all policies and procedures required by HIPAA, available to the County Contract Grants Administrator within five (5) business days of contract.
- 2.10 The Business Associate agrees to make its internal practices, books, and records, including all policies and procedures required by HIPAA and PHI, relating to the use and disclosure of PHI received from the County or created or received on behalf of the County available to the County or to the Secretary of the U.S. Department of Health and Human Services or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA.
- 2.11 The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, the Business Associate agrees to provide to the County an accounting of all disclosure of PHI during the term of this Business Associate Addendum within fifteen (15) days of termination of this Business Associate Addendum, or sooner if reasonably requested by the County for purposes of any monitoring/auditing of the County for compliance with HIPAA.
- 2.12 The Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Business Associate Addendum, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate HIPAA if done by the County.
- 3.2 Except as otherwise limited in this Business Associate Addendum, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Business Associate Addendum, the Business Associate may use PHI to provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- 3.4 The Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.512.

Section 4: Obligations of the County.

- 4.1 The County shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.
- 4.2 The County shall notify the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use of PHI.
- 4.3 The County shall notify the Business Associate of any restriction to the use or disclosure of PHI to which the County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect the Business Associate's use of PHI.
- 4.4 The County shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rules if done by the County.
- 4.5 The County, following notification from the Business Associate of a potential breach as provided for in Section 2 above, shall notify individuals whose security or privacy has been, or is reasonably believed to have been compromised by an impermissible use or disclosure of their PHI that was received, created, or

maintained by the Business Associate without unreasonable delay and in no case later than sixty (60) calendar days after the date that the impermissible use or disclosure was discovered or should have been discovered. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.

- 4.6 The County may post on its website, information on an incident where the Business Associate experienced, or is reasonably believed to have experienced an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals, when no other current information is available to inform such individuals.
- 4.7 The County shall provide notice to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals during the incident.
- 4.8 The County shall report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of the U.S. Department of Health and Human Services.

Section 5: Term and Termination.

- 5.1 The term of this Business Associate Addendum shall be effective upon execution by all parties, and shall terminate as follows: (i) when all of the PHI provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to contractors designated by the County, (ii) upon written notification by the County's Contract Administrator to the Business Associate as provided for in Section 5.2 (a) and (b), or upon written notification by the Business Associate to the County's Contract Administrator as provided for in Section 5.3 (a) and (b).
- 5.2 Upon the County's knowledge of a material breach of this Business Associate Addendum by the Business Associate, the County shall either:
 - a. Provide an opportunity for the Business Associate to cure the breach or terminate this Business Associate Addendum and the Existing Agreement if the Business Associate does not cure the breach within the time specified by the County;
 - b. Immediately terminate this Business Associate Addendum and the Existing Agreement if the Business Associate has breached a material term of this Business Associate Addendum and a cure is not possible; or

- c. If neither termination nor cure is feasible, the County's HIPAA Privacy Official shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- 5.3 Upon the Business Associate's knowledge of a material breach of this Business Associate Addendum by the County, the Business Associate shall either:
- a. Provide an opportunity for the County to cure the breach or terminate this Business Associate Addendum and the Existing Agreement if the County does not cure the breach within the time specified by the Business Associate;
 - b. Immediately terminate this Business Associate Addendum and the Existing Agreement if the County has breached a material term of this Business Associate Addendum and a cure is not possible; or
 - c. If neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Business Associate Addendum from time to time as is necessary for the County to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, as may be amended from time to time.

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE for OUTSIDE CLAIMS ADJUSTING SERVICES

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and JOHN WIMBERLY ENTERPRISES DBA WIMBERLY CLAIMS SERVICE for Outside Claims Adjusting Services, on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same, and _____, duly authorized to execute same on behalf of _____.

COUNTY:

BROWARD COUNTY

WITNESSES:


By: _____
County Administrator

Signature

Signature

____ day of _____, 20____.


Approved as to form by
Office of County Attorney


By:  _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES:

JOHN WIMBERLY ENTERPRISES DBA
WIMBERLY CLAIMS SERVICE

 _____
Signature

 _____
Signature


By:  V.P.
[TYPE NAME AND TITLE]
12th day of JULY, 2011.

EXHIBIT F

REQUIREMENTS FOR REIMBURSABLE EXPENSES

The following represents Broward County's payment requirements for Reimbursable expenses.

- ▶ Your federal employee identification number must be on all invoices submitted.
- ▶ No service, interest, or other charge of like nature is to be imposed with regard to any item, invoice, or request. All firms doing business with Broward County must have a current Form W-9 "Request for Taxpayer Identification Number and Certification" on file. Vendor registration is also available on-line through the County's Internet site, "<http://www.broward.org/Guests/pui00800.htm>". Broward County Sales Tax Exempt Number is 16-03-199735-53C. Broward County's Federal Tax Exemption number is 59-6000531.
- ▶ Services rendered must be specifically and concisely identified.
- ▶ Names of persons performing services, hourly rates, and dates must be listed.
- ▶ Reimbursable expense must be verified by attached receipts or copies thereof. (RECEIPTS REQUIRED IF COSTS OVER \$5.00)
- ▶ Claims for mileage and meals cannot exceed statutory allowance as provided for under Chapter 112, F.S. (mileage \$0.445 per mile; breakfast \$6.00; lunch \$11.00; dinner \$19.00). Meals and mileage cannot be charged unless the professional has traveled outside the Tri-County area.
- ▶ Claims for lodging at single rate (actual cost) must be substantiated by paid bill or charge.
- ▶ Car rentals required for necessary travel should include compact or standard-size vehicles only.
- ▶ Common carrier travel shall be reimbursable at tourist or coach class fares only.
- ▶ Accounting Division requires **original** receipts, or copies of receipts which have been individually certified to be true copies of the originals. In addition, each invoice must be accompanied by the Certificate contained in Exhibit "B." The Certification form must be signed by the certifying person and a description provided of the items which are certified.
- ▶ Faxes shall not be reimbursed.

C E R T I F I C A T E

IT IS HEREBY CERTIFIED that:

1. _____ has entered into a contract with Broward County to perform outside claims adjusting service;
2. Each of the documents hereinafter identified and attached is a true and correct copy of the original record;
3. Expenditure(s) enumerated represent costs necessarily incurred during the course of official business for which payment has not been received and for which documentation is not available or reasonably retrievable;
4. Claims are in compliance with the applicable statutes and administrative orders, and with the express provision that all other parties are barred from entitlement to any part of these costs.

RE: Invoice No: _____, Dated _____

Period Covered: _____, Amount _____

IN-HOUSE CHARGES:

Photocopies: _____ copies @ \$.20/each \$ _____

Mileage: _____ miles @ \$.445/mile \$ _____

OTHER (Copies of invoices required):

Long Distance Calls \$ _____

Other: \$ _____

TOTAL: \$ _____

FOR THE FIRM

Signed: _____

Print Name: _____

Title: _____

Date: _____