



Approved in Open Session 6/2/26
Manatee County
Board of County Commissioners

June 2, 2026 - Regular Meeting

Subject

Third Addendum to Agreement for Workers' Compensation Claims Third-Party Administrator

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Nicole R. Bezdek, Risk Manager, ext. 3739

Action Requested

Motion to approve the Third Addendum to Agreement for Workers' Compensation Claims Third-Party Administrator and authorize the County Attorney or her designee to execute same on behalf of the County.

Enabling/Regulating Authority

Section 2-2-32 of Article 2½ and Article VII (Self Insurance Program), Chapter 2-2, Manatee County Code of Ordinances

Applicable Advisory Board

N/A

Background Discussion

Manatee County (County) maintains an agreement with a third-party administrator (TPA) to process workers' compensation claims in a timely manner and in accordance with applicable Florida law as a part of its self-insurance program. The County's current TPA is Commercial Risk Management, Inc. (CRM).

Responsibilities of CRM include, but are not limited to, conducting thorough claim investigations, setting appropriate reserves, authorizing medical treatment, making timely indemnity payments, communicating with claimants, keeping the County's Risk Management staff up-to-date, assisting claimants to return to their regular duty, and closing claims in a timely manner. CRM has been serving the County in this capacity since at least 2017 and provides quality claims administration services.

The most recent original Agreement for Workers' Compensation Claims Third-Party Administrator with CRM commenced July 2, 2022, and compensated CRM \$132,600

annually for these services. Starting October 1, pursuant to the first addendum, the annual compensation was reduced to \$119,004 due to the Manatee County Sheriff's Office no longer participating in the County's self-insurance program for workers' compensation. The second addendum extended the agreement to July 2, 2026, with no substantive changes in terms or services.

The proposed Third Addendum will extend and renew the agreement for one additional year, ending on July 2, 2027, with no change in terms or increase in compensation paid for the services rendered.

The Risk Manager and County Attorney recommend that the Board approve the Third Addendum.

Attorney Review

Other (Requires explanation in field below) D'Agostino
This is a County Attorney item.

Instructions to Board Records

If approved, please return a stamped copy of this agenda item certifying its approval by the Board to Nicole R. Bezdek, Risk Manager at nicole.bezdek@mymanatee.org.

Distributed 6/3/26, RT

Cost and Funds Source Account Number and Name

\$119,004.00; 505.0001300; Risk Management Workers' Compensation

Amount and Frequency of Recurring Costs

\$9,917.00; Monthly for 12 months

THIRD ADDENDUM TO AGREEMENT FOR WORKERS' COMPENSATION CLAIMS
THIRD-PARTY ADMINISTRATOR

THIS THIRD ADDENDUM ("Third Addendum") is made by and between Manatee County, a political subdivision of the State of Florida, ("County") and Commercial Risk Management, Inc., ("Consultant").

WHEREAS, the County and the Consultant entered an Agreement for Workers' Compensation Claims Third-Party Administrator ("Original Agreement") effective July 2, 2022, to outline the terms and conditions for Consultant to serve as the County's third-party administrator for the County's workers' compensation program; and

WHEREAS, the County and the Consultant entered into an Addendum to Service Agreement ("First Addendum"), effective October 1, 2024, to amend certain terms of the Original Agreement; and

WHEREAS, the County and the Consultant entered into a Second Addendum to Agreement for Workers' Compensation Claims Third-Party Administrator ("Second Addendum") on December 12, 2025, to amend certain terms of the Original Agreement as amended by the First Addendum; and

WHEREAS, the County and the Consultant wish to renew the terms of the Original Agreement as amended by the First Addendum and Second Addendum (collectively, Agreement) regarding the continued services of the Consultant.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, the County and the Consultant agree as follows:

1. **Effective Date.** This Third Addendum shall be effective on the date when executed by the last party to sign.

2. **Renewal.** County and Consultant hereby agree to renew the Agreement for one (1) additional year, commencing on July 2, 2026, and ending on July 2, 2027, as contemplated in Article 4 of the Agreement.

3. **Anti-Human Trafficking.** To comply with Section 787.06(14), Florida Statutes, Consultant has provided County with a new sworn affidavit signed by an officer or a representative of Consultant under penalty of perjury attesting that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The new Anti-Human Trafficking Affidavit is attached hereto and incorporated herein as Exhibit G.

4. **Foreign Countries of Concern Affidavit.** To comply with Section

287.138(4)(b), Florida Statutes, Consultant has provided County with a new sworn affidavit signed by an officer or a representative of Consultant under penalty of perjury attesting that Consultant does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes (Foreign Country Affidavit). The new Foreign Country Affidavit is attached hereto and incorporated herein as Exhibit H.

5. Agreement Confirmed. Except as expressly modified herein, or by necessary implication, all provisions of the Agreement shall remain in full force and effect in accordance with its terms, but in the event of any inconsistency between the provisions of the Agreement and the provisions of this Third Addendum, this Third Addendum shall prevail.

The County and the Consultant have executed this Third Addendum on the respective dates written below.

County

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: _____
Pamela J. D'Agostino, County Attorney

Date: _____

Consultant

Commercial Risk Management, Inc.

By: Susan E. Theis
Susan E. Theis, President/CEO

Date: May 11, 2026

Exhibit G

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Susan E. Theis who was sworn and says that the following information is true and correct:

1. I am the President/CEO of Commercial Risk Management, Inc., (the "Entity"). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. The Entity is a nongovernmental entity, and I hereby attest that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

Name: Susan E. Theis

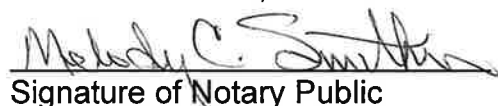
STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 11th day of May, 2026, by Susan E. Theis, who ☒ is personally known to me or ☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]


Signature of Notary Public

My Commission Expires: 12-10-2028

Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

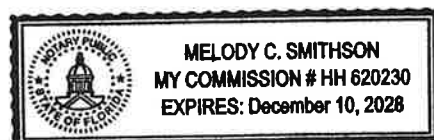


Exhibit H

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Susan E. Theis who was sworn and says that the following information is true and correct:

1. I am the President/CEO of Commercial Risk Management, Inc., (the "Entity"). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. I hereby attest that:
 - a. Entity is not owned by the government of a foreign country of concern;
 - b. No government of a foreign country of concern has a controlling interest in Entity; and
 - c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means 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 Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

Name: Susan E. Theis

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

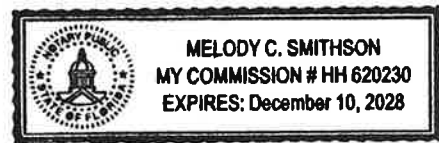
this 11th day of May, 2026, by Susan E. Theis, who ☒ is personally known to
me or ☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

Melody C. Smithson
Signature of Notary Public

My Commission Expires: 12-10-2028

Legibly print, type, or stamp commissioned name of Notary Public and affix official notary
seal below.)



AGREEMENT FOR WORKERS' COMPENSATION CLAIMS THIRD-PARTY ADMINISTRATOR

THIS AGREEMENT is entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and COMMERICAL RISK MANAGEMENT, INC., authorized to conduct business in the State of Florida, hereinafter referred to as the "CONSULTANT", duly authorized to conduct business in the State of Florida with offices located at 2002 N. Lois Avenue, Suite 600, Tampa, Florida 33607-2366. COUNTY and CONSULTANT are collectively referred to as the Parties and individually as a Party.

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interests to retain CONSULTANT as a third-party administrator (TPA) for the COUNTY's workers' compensation program.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide services as detailed in Exhibit A, Scope of Services.

COUNTY reserves the right to request additional services if needed.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract, and four (4) exhibits, which are as follows:

Exhibit A, Scope of Services

Exhibit B, Fee Rate Schedule, or Task Prices

Exhibit C, Affidavit of No Conflict

Exhibit D, Insurance Requirements

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

- A. The total amount due by COUNTY for the services identified in Exhibit A. for the initial three (3) year contract period shall be an annual flat fee of \$132,600 to be paid monthly in the amount of \$11,050. Costs for bill review shall be paid at the unit cost of \$6.25 per bill and 25% of savings. Compensation will be made to the CONSULTANT upon acceptable performance of services rendered and/or to authorized and documented expenses incurred in providing the services identified in Exhibit A.
- B. The unit costs as shown on Exhibit B, shall be the total not to exceed compensation for

the services and shall contain all costs to Include salaries, office operations, transportation, equipment, overhead, general, and administrative, incidental expenses, fringe benefits and operating margin.

- C. CONSULTANT represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for It to fully perform its obligations as set forth in the Agreement, and understands that no further funding shall be provided by COUNTY for the completion of this Agreement unless COUNTY, by way of written amendment to this Agreement, shall add additional tasks not now set forth in the Agreement.
- D. "Task" as used in this Agreement, refers to categories/groupings of services described in Exhibit "A."

ARTICLE 4. AGREEMENT TERM

This Agreement shall remain in full force and effect for three (3) years, commencing on July 2, 2022 (herein the effective date") and ending three (3) years later, that is July 2, 2025. The Agreement may be renewed for two (2) additional one (1) year periods upon mutual consent of both parties.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. The Integrated Fund Accounting System (IFAS) number assigned to this Agreement will be provided to CONSULTANT, in writing, prior to the start of any work.
- B. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the herein described services at a rate of compensation according to the deliverable payment schedule stated in Exhibit B. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other agreement between COUNTY and CONSULTANT.
- C. If any Task requires units of deliverables, then such units must be received and accepted in writing by COUNTY prior to payment.
- D. Records regarding payroll, costs and other expenditures incurred under terms of this Agreement shall be maintained and made available upon request to COUNTY during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to COUNTY upon request.
- E. Records of costs incurred shall include CONSULTANT'S general accounting records and the project records, together with supporting documents and records of CONSULTANT and a sub-consultant's performing work on the project and all other records of CONSULTANT and sub-consultants considered necessary by COUNTY for a proper

audit of costs.

- F. Any dispute between COUNTY and CONSULTANT regarding the percent of a Task that has been completed or CONSULTANT'S invoice shall be resolved in accordance with the provision of Article 10 of this Agreement.
- G. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice which shall include a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due as of the Invoice date. All invoices so submitted shall include the Integrated Fund Accounting System (IFAS) number which COUNTY will assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of the Agreement.
- H. COUNTY must approve all invoices prior to payment being made.
- I. All costs of providing the Scope of Services shall be the responsibility of CONSULTANT, except for reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.
- J. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

ARTICLE 6. TERMINATION OF AGREEMENT

A. TERMINATION FOR DEFAULT:

COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement for default (Work Assignments, if applicable) if CONSULTANT fails to:

- 1. Provide products or services that comply with the specifications herein or that fail to meet COUNTY's performance standards.
- 2. Deliver the supplies or perform the services within the time specified in the Work Assignments.
- 3. Make progress to endanger the overall performance of this Agreement; or
- 4. Perform any of the other duties set forth in this Agreement.

Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT through the County Representative as defined in Article 8.A, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve

the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by COUNTY, CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work and other materials related to the terminated work as directed by COUNTY; and
4. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION FOR CONVENIENCE:

COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in COUNTY'S interest. If this Agreement is terminated, COUNTY shall be liable only for goods or services delivered and accepted. COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual Work Assignments or to this Agreement in its entirety.

ARTICLE 7. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services

plan to facilitate the termination of the services.

- B. Performing the Transition Services plan activities.
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONSULTANT hereby assigns and transfers all rights of Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. RESPONSIBILITIES OF COUNTY

COUNTY shall:

- A. Through its County Attorney, appoint an individual to serve as County Representative. COUNTY Representative shall have the authority to transmit instructions, receive information, interpret, and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative and shall provide written notice thereof to CONSULTANT.
- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work under this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of COUNTY.

F. Perform activities in this Article at no cost to CONSULTANT.

ARTICLE 10. RESPONSIBILITIES OF CONSULTANT

CONSULTANT shall:

- A. Appoint a CONSULTANT's Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT's Agent shall have the right to designate such other employees of CONSULTANT's as they desire, to serve in their absence. CONSULTANT reserves the right to designate a different agent if COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed, or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, Exhibit "C."
- F. Be entitled to rely upon that information which may be provided from COUNTY. However, CONSULTANT shall call to COUNTY's attention any errors or deficiencies noted in such information provided and assist COUNTY, to the extent practicable, in the identification and resolution of same. Information referred to above, including but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. COUNTY shall hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in services.

If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign, or transfer any services under this Agreement without the written consent of the COUNTY.

COUNTY may require in writing that CONSULTANT remove from the work any of CONSULTANT's personnel that COUNTY determines to be incompetent, careless, or otherwise objectionable. No claims for an increase in Agreement amount or contract time based on COUNTY'S use of this provision will be valid. CONSULTANT shall Indemnify and hold COUNTY harmless from and against any claim by CONSULTANT's personnel on account of the use of this provision.

ARTICLE 11. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with §2-26-63 and §2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by COUNTY Purchasing Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount determined to be due and owing.

ARTICLE 12. MAINTENANCE OF RECORDS, AUDITS, and LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records, and documents required by this Agreement or by COUNTY ordinances, rules, or procedures, or as needed by COUNTY to monitor and evaluate the CONSULTANT'S performance. Such materials shall also be made available to COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any locate state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party or certify to COUNTY why It was unable to do so. CONSULTANT shall retain all its records and supporting documents related to this Agreement in accordance with all applicable laws, rules, and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- C. CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days after receipt by CONSULTANT. CONSULTANT shall immediately inform COUNTY if it or any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 13. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 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 Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debble.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

ARTICLE 14. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, design professionals and other persons employed or utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at Consultant's expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes §768.28, or any other statutes, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 16. INSURANCE

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as Exhibit D, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance on an ACORD form evidencing the insurance coverages specified in Exhibit D shall be filed with the Purchasing Official before the effective date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name "Manatee County, a political subdivision of the State of Florida," as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement for all "claims-made" form policies in the amounts and types of coverage as required by Exhibit D of this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance shall be furnished by CONSULTANT and delivered to the Purchasing Official at least ten (10) days prior to the date of their expiration.
- E. Nothing In this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the Waiver of Immunity as set forth in §768.28, Florida

Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 17. LITIGATION SERVICES

If notified by the Office of the County Attorney in writing, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
 - 1. Predisposition, pretrial, or prehearing preparation.
 - 2. Preparation of court exhibits.
 - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
 - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the COUNTY's position in court.
- D. Compensation for litigation services shall not exceed Consultant's Fee Rate Schedule specified In Exhibit "B." The hourly billing rates shall contain all costs to include salaries, overhead, general, and administrative, incidental expenses, fringe benefits and operating margin.
- E. CONSULTANT's travel expenses will be submitted and paid in accordance with §112.061, Florida Statutes provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, and a breakdown of approved expenses incurred with all receipts and invoices attached.

ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS

CONSULTANT acknowledges that COUNTY is subject to restraints, limitations, regulations, and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules, and regulations of federal, state, regional and certain local governmental agencies, or authorities.

All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement, as amended, shall follow all applicable local, state, and federal laws and ordinances.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than a bonafide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at Its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability, or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, Job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (Including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination In the performance of this Agreement.

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTS

COUNTY has selected CONSULTANT for its stated skills and abilities. CONSULTANT has represented to COUNTY that it has the in-house capabilities, resources, and expertise to perform the services required by this Agreement. Therefore, CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the COUNTY. In the unlikely event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY. Approval to utilize any third-party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement.

ARTICLE 22. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND

The identity of the person or the entity, if not an individual, who is, or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore,

in addition to the limitations of Article 14 above, CONSULTANT shall not, without prior written consent of COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third-party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 23. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONSULTANT warrants that it has not employed or retained any company or person other than a bonafide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement for breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 24. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT and shall not be removed from the Agreement until alternate personnel acceptable to COUNTY are approved, in writing, by COUNTY:

Susan E. Theis, Chief Executive Officer
Lorie D. Dove, Chief Operations Officer
Bobbie Culver, Executive Vice President-Claims Manager
Marylou Luiz, Senior Claims Specialist
Jennifer Clark, Claims Specialist
Stephanie Gonzales, Claims Representative

SUBCONTRACTOR for Bill Review: CorVel Corporation

ARTICLE 25. SUB-CONSULTANTS

It Is expected that CONSULTANT shall have standard in-house capability to provide all the services required by this Agreement. However, should CONSULTANT find it necessary to call upon the services of sub-consultants, CONSULTANT shall utilize the sub-consultants' fees specified in Exhibit "B." CONSULTANT shall also require each sub-consultant to adhere to applicable provisions of this Agreement. The utilization of any sub-consultant by CONSULTANT shall not relieve CONSULTANT from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, as amended, or obligate COUNTY to the payment of any compensation to the sub-consultant or additional compensation to

CONSULTANT. CONSULTANT is required to notify COUNTY of any replacements or additions to Exhibit B and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Attorney's Office
 Attn: Risk Manager
 Post Office Box 1000
 Bradenton, FL 34206-1000
 (941) 745-3750

To CONSULTANT: Commercial Risk Management, Inc.
 Attn: Chief Operating Officer and President
 Post Office Box 18366
 Tampa, Florida 33679-8366
 (813) 289-3900 extension 305

ARTICLE 27. PROFESSIONAL LIABILITY

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of professional services pursuant to this Agreement.

ARTICLE 28. RELATIONSHIP OF PARTIES

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of its officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest, or status as an employee of the COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with the Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge, or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 29. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers, and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 30. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 31. PUBLIC ENTITY CRIMES

CONSULTANT has been made aware of the Florida Public Entity Crimes Act. §287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 32. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the part, term or provision held to be invalid.

ARTICLE 33. HEADINGS. CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 34. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548- 53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT'S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

ARTICLE 35. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 38. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state, and federal law, whether established by legislative action, administrative rule, or regulation, or judicial decision.

ARTICLE 37. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 38. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 39. PATENT AND COPYRIGHT RESPONSIBILITY

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the workers' compensation claims third-party administrator.

ARTICLE 40. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this

Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 41. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties, or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 42. TIME

For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded unless otherwise stated.

ARTICLE 43. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement _____ for Workers' Compensation Claims Third-Party Administrator to be duly executed by their authorized representatives:

Commercial Risk Management, Inc.

By: Susan E. Theis
Print Name and Title

Susan E. Theis
Date: 6-14-2022

Manatee County, a political subdivision of the State of Florida

By: [Signature]
Print Name and Title

County Attorney
Date: 6/16/22

EXHIBIT A, SCOPE OF SERVICES

A.01 GENERAL

The CONSULTANT shall provide third-party administration (TPA) services in processing workers' compensation claims in a timely manner and in accordance with Florida Statute 440.20 and Florida Administrative Code 69L-7.602 for the Manatee County Workers' Compensation self-insured program.

The program provides coverage for employees and volunteers employed by the Manatee County Board of County Commissioners, Manatee County Sheriff's Office, Manatee County Clerk of the Court, Manatee County Supervisor of Elections, Manatee County Tax Collector, Manatee County Property Appraiser, and the Metropolitan Planning Organization.

A.02 SPECIFICS

The CONSULTANT shall:

1. Continue handling of those claims with dates of accident prior to this Agreement execution at no additional charge.
2. Handle to a conclusion, all claims that occur during the period that this Agreement remains in effect from inception to disposition. The requirements stated herein shall be for the life of the Agreement and not for the life of the claim.
3. Conduct Investigations, provide prompt reporting, and adjudication of medical and indemnity payments.
4. Communicate regularly with claimants.
5. Assist in returning claimants to restrictive duty positions.
6. Identify and defund fraudulent claims actively pursuing subrogation.
7. Report regularly to the COUNTY.
8. Set reserves.
9. Attend hearings.
10. Negotiate and settle claims.
11. Arrange for Independent Medical Examinations.
12. Arrange and monitor rehabilitation services.

13. File reports with the State of Florida and excess insurance providers.
14. Work collaboratively with all hospitals and physicians.
15. Provide administrative services in accordance with industry standards, IPAA, and all applicable state and federal laws.

The COUNTY requires:

1. Approval of key personnel.
2. Pre-approval of claims reaching settlement.
3. Final approval of all outside vendors utilized, including attorneys, independent medical examiners, and vocational experts.
4. All medical payments to be processed through a third-party administrator.

A.03 PROCESSING OF WORKERS COMPENSATION CLAIMS

The CONSULTANT shall be responsible for administering Workers' Compensation Claims in compliance with the requirements of Florida Statute 440 or any other applicable Statutes or rules of the Florida Administrative Code.

A.04 OFFICE LOCATION

The CONSULTANT shall maintain an office within a radius of 100 miles of Manatee County.

A.05 PAYMENT PROCESS

The CONSULTANT shall make payments at the appropriate level of compensation as determined by the Florida Workers' Compensation fee schedule and any regulatory requirements and shall provide an Explanation of Benefits to the physician with their payment. Billing will be submitted to the CONSULTANT by the physician on the State required forms and no payment will be made until such forms are provided.

The CONSULTANT shall receive and process the claim for billing, investigate, and verify the statements contained in the claim and determine the payment in accordance with the Florida Workers Compensation fee schedule and applicable rules of the Florida Administrative Code.

The CONSULTANT shall check all claims to assure that they are not duplicates of previously paid claims as well as check all claims for unbundling, upcoding, and to assure that they meet all industry standard billing guidelines.

A.06 ACCOUNT MANAGEMENT

The funds required to perform payment services shall be provided through accounts owned by the COUNTY. COUNTY shall maintain sufficient funds in a bank account(s) to cover checks disbursed by the CONSULTANT In connection with payment services provided in this Agreement.

Check printing and mailing, including postage, shall be the responsibility of the CONSULTANT.

A special wire transfer will be required on any single transaction of \$10,000.00 or greater.

A.07 SECURITY

The CONSULTANT shall employ security procedures with respect to the handling of checks and drafts and any equipment used to produce them. The CONSULTANT shall protect and maintain all check and signature plates, if any, from theft or unauthorized use.

A.08 CLAIMS ADJUDICATION

The CONSULTANT shall be responsible for coordinating, facilitating, and adjudicating all claim reviews and audits; and shall respond directly to all inquiries related to claims. The COUNTY will be financially liable for any such claims and shall have sole authority to decide all claims issues.

All claims will be adjudicated in accordance with Florida Statute and applicable Florida Administrative Code. Any assessed fines or penalties that are determined to be the fault of the TPA will be the TPA responsibility. Conversely, assessed fines or penalties that are determined to be the fault of the COUNTY will be the COUNTY'S responsibility.

All calls from claimants will be returned within twenty-four (24) hours of receipt.

CONSULTANT shall conduct quarterly meetings with staff members and representatives from COUNTY for the purposes of determining claims management and litigation strategies.

A.09 AUDIT COMPLIANCE

The CONSULTANT shall participate in, and comply with, any internal and external quality assurance, utilization review, peer review, and grievance procedures because of the services performed for this Agreement.

The CONSULTANT shall effectively work with the Finance Division of the Manatee County Clerk of the Court (the Clerk, an independent constitutional office, who may from time to time, determine how certain requirements of Florida law must be met concerning the payment

or collection of COUNTY funds.)

The COUNTY shall reserve the right to have independent auditing companies perform audits of files, claims management procedures, regulatory compliance, and subcontracted vendors.

A.10 RECORDS MANAGEMENT

The CONSULTANT shall maintain complete, accurate, and up to date fiscal records concerning its performance of the services provided for this Agreement.

The CONSULTANT shall ensure the confidentiality of all IPM protected information received or transmitted in performance of the services described in this Agreement. However, all records may be examined by the COUNTY'S Internal or external auditors.

The CONSULTANT shall maintain billing records to support all payments and verify the accuracy of those payments. Such records shall be in their original form or in digital format and shall be available on-line to the COUNTY and COUNTY auditors.

A.11 TECHNOLOGY REQUIREMENTS

The CONSULTANT shall provide an internet accessible management system platform to include, at a minimum, real-time interactive communication, and claim management capable of downloading and integrating historical data and produce monthly allocation reports.

The system shall adhere to and implement current privacy standards of IPM requirements and follow the national electronic data interchange (EDI) standards and use the national standard codes such as CPCS, CPT, and COT.

The system shall have a plan and strategy for disaster backup and recovery performance.

A.12 REPORTS

The CONSULTANT shall provide the COUNTY with a management report, in a font acceptable to the COUNTY, to include detail of all allocations and payment activity on a monthly, quarterly, and annual basis. This report shall include, at a minimum, the name of the provider, number of claims processed, number of claims denied, dollar amount of each claim, type of service, a summary of refunds, and an aged trial balance of outstanding claims.

In addition, the CONSULTANT shall provide a check register to the COUNTY on a biweekly basis for purposes of operating fund reimbursement.

A.13 SPECIAL REQUIREMENTS

The CONSULTANT will coordinate with representatives of the COUNTY to attend any in-house or online classes held for the purposes of maintaining the educational requirements for adjusters.

[Remainder of page intentionally left blank]

EXHIBIT B, WORKERS' COMPENSATION TPA COST SCHEDULE

B.01 DESCRIPTION: Third Party Administration (TPA)

B.02 ANNUAL TOTAL COST: \$132,600.00 Flat Annual Minimum

B.03 MONTHLY PAYMENTS: \$11,050.00 per month

B.04 TPA SERVICES INCLUDE

- a. Open claims as of contract execution date and at each renewal.
- b. All subrogation and issuance of Form 1099.
- c. Excess reporting, monthly loss reports, quarterly large loss reports, check processing, check register reports, check stock, and BSI-17.

B.05 BILL REVIEW (CORVEL): \$6.25 per bill and 25% of savings

Bill Review Includes

- a. Duplicate Bill.
- b. State EDI.
- c. Scanning/OCR.
- d. PPO, Enhanced Bill Review, Professional Review 28% of incremental savings.
- e. Initial 1099 provider notification letter will be done by TPA.

B.06 ADDITIONAL SERVICES (as required)

TPA-CRM, Inc.

- a. MMSEA Reporting
 - Per query \$5.00
 - Per input filed \$50.00
 - Includes setup with CMS

ADDITIONAL MANAGED CARE SERVICES – CORVEL

- a. Dedicated local account management staff Included
- b. EDI in CorVel standard formats Included
- c. Training – onsite and online Included
- d. Technical support Included
- e. MPN and PPO poster creation tools Included
- f. State EDI files Included
- g. Unlimited access to CareMC website Included
- h. Monthly reporting Included

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Susan E. Theis, as [INSERT TITLE] President of [INSERT CONSULTANT NAME] Commercial Risk Mgmt. Inc. (hereinafter "CONSULTANT") with full authority to bind CONSULTANT, who being first duly sworn, deposes and says that CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for TPA Services

DATED this 14th day of June, 2022.

Susan E. Theis
CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this 14 day of June, 2022, by [NAME] Susan E. Theis, as [TITLE] President of [CONSULTANT] _____. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Melody C. Smithson
Notary Signature
Commission No. HH066461

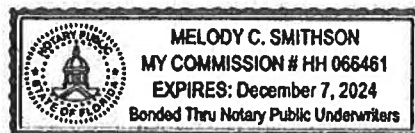


EXHIBIT D, INSURANCE REQUIREMENTS

The CONSULTANT will not commence work under the resulting Agreement until all insurance coverages indicated below have been obtained. The CONSULTANT shall obtain and submit to the Risk Management Division of the Manatee County Attorney's Office within ten (10) calendar days before the first date of the Agreement, at its own expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy). Certification of insurance coverage shall be provided on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy).

D.01 REQUIRED INSURANCES

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form. CONSULTANT shall endorse to name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured on their policy. CONSULTANT shall provide limits of not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$1,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$100,000 Fire Damage Liability
- \$5,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

CONSULTANT shall provide limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

CONSULTANT shall provide limits not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's

Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Professional and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three (3) years from termination of date of the contract. CONSULTANT shall not provide limits less than:

- \$1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$1,000,000 General Aggregate

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. CONSULTANT shall provide limits not less than:

- \$500,000 Security Breach Liability
- \$500,000 Security Breach Expense Each Occurrence
- \$1,000,000 Security Breach Expense Aggregate
- \$500,000 Replacement or Restoration of Electronic Data
- \$500,000 Extortion Threats
- \$500,000 Business Income and Extra Expense
- \$500,000 Public Relations Expense

D.02 INSURANCE POLICY REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Cyber Liability Coverages

"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the CONSULTANT, his agents, representatives, and employees, and products and completed operations of the CONSULTANT. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

A Certificate of Insurance on a standard ACORD form shall be provided by CONSULTANT to include the endorsement that evidences the COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

The CONSULTANT'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees, and volunteers for losses arising from work performed by the CONSULTANT for the COUNTY.

D.03 GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES

1. Within ten (10) days prior to the commencement of the Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or Agreement number, and title or description) evidencing the coverages set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as Additional Insured on the applicable coverage(s).
2. When requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of the requested insurance policy(ies).
3. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

4. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The CONSULTANT waives all subrogation rights against COUNTY for all losses or damages which occur during the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not.

7. CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
8. It is the CONSULTANT'S responsibility to ensure that their agents, representatives, and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include their agents, representatives, and subcontractors working under this Agreement as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working under this Agreement. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better.

CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.

CONSULTANT understands and agrees that the COUNTY does not waive its immunity, and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

The enclosed Hold Harmless Agreement shall be signed by CONSULTANT and shall become a part of the Agreement.

[Remainder of page intentionally left blank]

**Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless**

CONSULTANT shall defend, indemnify and hold harmless the COUNTY and all of the COUNTY's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of CONSULTANT, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Agreement. CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the COUNTY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve CONSULTANT of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the COUNTY's liability beyond that provided in section 768.28, Florida Statutes.

AGREEMENT NAME AND/OR NUMBER

Workers' Compensation Third Party Administrators

INSURANCE AGENT

John Watts - Watts Dawson

CONSULTANT SIGNATURE AND DATE

Susan E Thers

Acknowledgement:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of June,

2022 by Susan E Thers [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

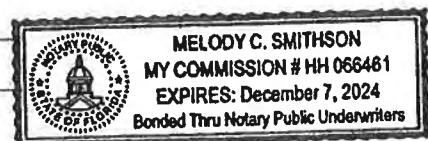
identification.

Notary Signature

Melody C. Smithson

Print Name:

Melody C. Smithson



CONSULTANT'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance of this Agreement and shall provide the insurance required by this section within ten (10) calendar days before the first date of the Agreement.

Date: 6-14-2022

CONSULTANT's Name: Commercial Risk Mgmt, Inc. Susan E. Theis

Authorized Signature: Susan E. Theis

Printed Name/Title: Susan E. Theis President

Insurance Agency: Watts Dawson & Assoc. Inc

Agent Name: John Watts

Agent Phone: 813 985 0349

Please return this completed and signed statement with your agreement.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DS

DATE (MM/DD/YYYY)

06/15/2022

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 Watts Dawson & Associates, Inc Home Office 13008 N. 56th Street Tampa, FL 33617 WATTS DAWSON & ASSOCIATES INC		CONTACT NAME: WATTS DAWSON & ASSOCIATES INC PHONE (A/C, No, Ext): 813-986-0349 FAX (A/C, No): 813-989-3284 E-MAIL ADDRESS: OFFICE@WDAINS.COM PRODUCER CUSTOMER ID #: COMME-2		
INSURED COMMERCIAL RISK MANAGEMENT INC PO BOX 18366 TAMPA, FL 33679		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : DEPOSITORS INSURANCE		42587
		INSURER B : ALLIED INS CO OF AMERICA		10127
		INSURER C : ALLIED PROPERTY & CASUALTY		42579
		INSURER D : FEDERAL INSURANCE COMPANY		
		INSURER E : NGM INSURANCE COMPANY		
		INSURER F : HISCOX INSURANCE COMPANY		

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY	X X	ACP GLPO 5905194471	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000				
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000				
						PERSONAL & ADV INJURY \$ 1,000,000				
F	☒ CYBER LIAB (2M)		UCS2727001.21	10/24/2021	11/01/2022	GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000				
	☒ POLICY ☐ PRO-JECT ☐ LOC					\$				
						\$				
B	AUTOMOBILE LIABILITY		ACP BAZ 5905194471	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	☒ ANY AUTO					BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$				
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$				
C	☒ UMBRELLA LIAB ☒ OCCUR		ACP CAP 5905194471	11/01/2021	11/01/2022	COMP DED \$ 100				
	☐ EXCESS LIAB ☐ CLAIMS-MADE					COLL DED \$ 500				
	DEDUCTIBLE					EACH OCCURRENCE \$ 10,000,000				
	RETENTION \$ NONE					AGGREGATE \$ 10,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	ACP WCD 5905194471	11/01/2021	11/01/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	FIDELITY		8241-6181	11/01/2021	11/01/2022	LIMIT 1,000,000				
E	ERISA		338634	06/01/2022	06/01/2025	LIMIT 50,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS NAMED AS
ADDITIONAL INSURED WITH A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER**CANCELLATION**

MANACTY MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FL ATTN: LINDA KLASING, RISK MGR 1112 MANATEE AVE W, #696 BRADENTON, FL 34205	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 WATTS DAWSON & ASSOCIATES INC 

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ADDENDUM TO SERVICE AGREEMENT

THE SERVICE AGREEMENT (the "Agreement") DATED July 2, 2022, and effective as of July 2, 2022, made and entered into by and between COMMERCIAL RISK MANAGEMENT, INC. (referred to herein as the "Company") and MANATEE COUNTY, a political subdivision of the State of Florida (referred to herein as the "SELF-INSURED") is hereby amended. Effective October 1, 2024, the Manatee Sheriff's Office left the County's Self-Insured Workers' Compensation Program. There is an obligation for the County to run off the existing claims that occurred October 1, 1998 to October 1, 2024, both open and reopened. The Company will continue to handle those claims.

We have reduced our current Service Fee to reflect the above change. We will review the number of open Sheriff Claims and our Service Fee each July 1 of this contract through 7-1-2025 plus the 2-year option through 7-1-2027, and adjust our fee accordingly.

Our current Service Fee through 7-1-2025 will be \$119,004 per year or \$9,917 per month.

Except as set forth in this Addendum, all terms of the Service Agreement dated July 2, 2022, shall remain in effect during the term of this Addendum.

IN WITNESS WHEREOF, the Company has caused this Addendum to be executed by its undersigned officers to be fully authorized this 28th day of October, 2024 but effective as of October 1, 2024.

COMMERCIAL RISK MANAGEMENT, INC.

By: 
Susan E Theis
Its President/CEO

ATTEST:

By: 
Lorie Dove
Its Chief Operations Officer

IN WITNESS WHEREOF, the Self-Insured has caused this Addendum to the Service Agreement to be executed by its officers duly authorized this _____ day of _____, 2024, but effective as of October 1, 2024.

MANATEE COUNTY

By: _____

ATTEST:

By: _____

SECOND ADDENDUM TO AGREEMENT FOR WORKERS' COMPENSATION
CLAIMS THIRD-PARTY ADMINISTRATOR

THIS SECOND ADDENDUM ("Second Addendum") is made by and between Manatee County, a political subdivision of the State of Florida, ("County") and Commercial Risk Management, Inc., ("Consultant").

WHEREAS, the County and the Consultant entered an Agreement for Workers' Compensation Claims Third-Party Administrator ("Original Agreement") effective July 2, 2022, to outline the terms and conditions for Consultant to serve as the County's third-party administrator for the County's workers' compensation program; and

WHEREAS, the County and the Consultant entered into an Addendum to Service Agreement ("First Addendum"), effective October 1, 2024, to amend certain terms of the Original Agreement; and

WHEREAS, the County and the Consultant wish to further amend and renew the terms of the Original Agreement as amended by the First Amendment (collectively, Agreement) regarding the continued services of the Consultant.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, the County and the Consultant agree as follows:

1. Effective Date. This Second Addendum shall be effective on the date when executed by the last party to sign.

2. Amendments.

A. Article 13, titled "PUBLIC RECORDS," of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 13. PUBLIC RECORDS

In accordance with Chapter 119, Florida Statutes, Consultant shall comply with Florida's public records laws and shall:

A. Keep and maintain public records required by the County to perform the service.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided

by law.

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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE TERMS OF ENGAGEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 742-5845, LACY.PRITCHARD@MYMANATEE.ORG, MANATEE COUNTY GOVERNMENT, ATTENTION: CUSTODIAN OF PUBLIC RECORDS, 1112 MANATEE AVENUE WEST, SECOND FLOOR, BRADENTON, FLORIDA 34205.

B. Article 20, titled "NON-DISCRIMINATION," of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 20. NON-DISCRIMINATION

Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the

performance of this Agreement on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposals, 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.

Consultant warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, Consultant agrees to include this provision in all subcontracts issued as a result of the Agreement.

C. Article 31, titled "PUBLIC ENTITY CRIMES," of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 31. PUBLIC ENTITY CRIMES

The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, 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, proposals, 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the

convicted vendor list.

Consultant warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Agreement, Consultant agrees to include this provision in all subcontracts issued as a result of this Agreement.

D. The following articles are added to the Agreement:

ARTICLE 44. ANTI-HUMAN TRAFFICKING

Consultant shall provide County with a sworn affidavit signed by an officer or a representative of Consultant under penalty of perjury attesting that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be in a form substantially similar to Exhibit E and be provided to County.

ARTICLE 45. AVAILABILITY OF FUNDING

County's performance and obligation to pay under the Agreement are subject to the availability of funding lawfully appropriated by the County's Board of County Commissioners.

ARTICLE 46. DATA SECURITY

Consultant agrees that the services provided to the County under the terms of this Agreement are reasonably secured by design and agrees to maintain appropriate procedures to safeguard confidential information from fraudulent intrusion, unauthorized use, disclosure, or loss of proprietary information. Consultant further agrees to take reasonable measures to protect and secure data in electronic form containing personal information, as required by Section 501.171, Florida Statutes. This provision shall survive the termination or expiration of this Agreement.

ARTICLE 47. DATA BREACH NOTIFICATIONS

Consultant shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by Consultant is not accessed, transmitted, or stored outside of the United States. Consultant shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or

817.5685, Florida Statutes) that Consultant may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Consultant shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the County's Director of Information Technology. In the event of a breach of any of Consultant's security obligations, or other event requiring notification under applicable law, Consultant shall (a) notify the County by telephone by calling 941-745-3750 and e-mail to cao@mymanatee.org of such an event within 24 hours of the determination of the breach or reason to believe the breach occurred and (b) coordinate with the County to inform all such individuals in accordance with applicable law. The data breach notifications are an authorized exception to the notice requirements contained in Article 26 of this Agreement. Consultant shall store, host, and back-up all County data on servers located in the United States of America.

ARTICLE 48. E-VERIFY

Consultant and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, Consultant certifies that, if applicable and required by law, Consultant and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095(5), Florida Statutes. This provision serves as notice to Consultant regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Consultant will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. Consultant will be liable for any additional costs incurred by County due to contract termination under this Section as provided in Section 448.095(5)(c)(3), Florida Statutes.

ARTICLE 49. FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes, if this Agreement would grant Consultant access to an individual's personal identifying information, Consultant shall provide County with a sworn affidavit signed by an officer or representative of Consultant under penalty of perjury attesting that Consultant does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes (Foreign Country

Affidavit). The Foreign Country Affidavit must be in a form substantially similar to Exhibit F. If this Agreement would grant Consultant access to an individual's personal identifying information, this Agreement shall not be effective unless and until County receives the foregoing affidavit from Consultant.

ARTICLE 50. SCRUTINIZED COMPANIES

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Consultant that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Consultant further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Consultant further understands that the Agreement with County for goods or services of any amount may be terminated at County's option if Consultant (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

3. Renewal. County and Consultant hereby agree to retroactively renew the Agreement for one (1) additional year, commencing on July 2, 2025, and ending on July 2, 2026, as contemplated in Article 4 of the Agreement.

4. Agreement Confirmed. Except as expressly modified herein, or by

necessary implication, all provisions of the Agreement shall remain in full force and effect in accordance with its terms, but in the event of any inconsistency between the provisions of the Agreement and the provisions of this Second Addendum, this Second Addendum shall prevail.

The County and the Consultant have executed this Second Addendum on the respective dates written below.

County

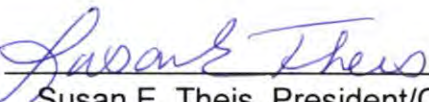
**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: 
Pamela J. D'Agostino, County Attorney

Date: 12/12/2025

Consultant

Commercial Risk Management, Inc.

By: 
Susan E. Theis, President/CEO

Date: December 11, 2025

Exhibit E

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Susan E. Theis who was sworn and says that the following information is true and correct:

1. I am the President/CEO of Commercial Risk Management, Inc., (the "Entity"). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. The Entity is a nongovernmental entity, and I hereby attest that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

Name: Susan E. Theis

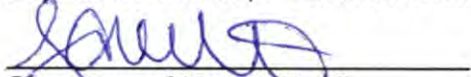
STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 11th day of December, 2025, by Susan E. Theis, who ☒ is personally known to me or ☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]


Signature of Notary Public

My Commission Expires: 3/10/2026

Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



JAHAYRA CANALES
Notary Public
State of Florida
Comm# HH238725
Expires 3/10/2026

Exhibit F

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Susan E. Theis who was sworn and says that the following information is true and correct:

1. I am the President/CEO of Commercial Risk Management, Inc., (the "Entity"). I have been authorized by the Entity to provide and execute this affidavit.

2. I am over eighteen years of age and the following information is given from my own personal knowledge.

3. I hereby attest that:

- a. Entity is not owned by the government of a foreign country of concern;
- b. No government of a foreign country of concern has a controlling interest in Entity; and
- c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.

4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means 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 Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

Name: Susan E. Theis

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 11th day of December, 2025, by Susan E. Theis, who ☒ is personally known to me or ☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

[Signature]

Signature of Notary Public

My Commission Expires: 3/10/2026

Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



JAHAYRA CANALES
Notary Public
State of Florida
Comm# HH238725
Expires 3/10/2026