

**RISK MANAGEMENT SERVICES AGREEMENT**

THIS AGREEMENT is entered into at Nassau County, Florida this 27th day of June, 2011 by and between **Nassau County Board of County Commissioners**, a political subdivision of the State of Florida (herein referred to as "COUNTY") and **John T. Ferreira Insurance**, a Florida corporation (herein referred to as "JTF"). The entities are referred to collectively as "Parties" and individually as "Party."

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement with JTF for the provision of risk management services in accordance with the terms and conditions of this Agreement; and

WHEREAS, JTF is willing and able to provide services to the COUNTY in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the parties hereto do mutually agree as follows:

**ARTICLE I**  
**Obligations of JTF**

1.1 Services. JTF shall provide services to COUNTY in accordance with the Risk Management Client Objective Support Plan, Exhibit 1, attached and incorporated herein by reference.

1.2 Records.

- (a) Case Records. JTF shall maintain an electronic case file for each case. Main files shall be kept with the COUNTY.
- (b) Personnel Records. JTF shall maintain a personnel file on each employee involved in the provision of services as defined in this Agreement.
- (c) Financial Records. JTF shall establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds, provided by COUNTY under this Agreement.
- (d) Record Retention. JTF shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after the completion/termination of this Agreement or for such longer period as may be required by applicable federal or state law. If an audit has been initiated and audit findings have not been resolved at the end of five years then the records shall be

retained until resolution of the audit findings or any litigation, which may be based on the terms of this Agreement.

- (e) Inspection. At all reasonable times for as long as the records are maintained, persons duly authorized by COUNTY, state and federal auditors shall be allowed full access to and the right to examine this Agreement and any related contracts, records and documents, regardless of the form kept.
- (f) Confidentiality. JTF shall comply at all times with applicable federal and state law, rules, and regulations. JTF shall not release any records to any third person other than COUNTY or the COUNTY's authorized representative without prior written consent, except as may be required by applicable law or an order by a court of competent jurisdiction. This responsibility extends to all of the officers, employees, volunteers and agents of JTF.
- (g) Transfer of Records. Upon termination of this Agreement, active and closed records shall be transferred to COUNTY. From time to time at the request of COUNTY, JTF shall duplicate the transfer of records (at no cost to COUNTY) during the required retention period as specified in Section 1.2(d) above.

1.3 Health Insurance Portability and Accountability Act. JTF shall comply with the Health Insurance Portability and Accountability Act (HIPAA) (42 U.S.C. Section 1320D et seq.) as well as all regulations promulgated there under (45 C.F.R. Parts 160, 162, 164).

1.4 Quarterly Report and Invoice. JTF shall submit quarterly service invoices to COUNTY. JTF shall submit quarterly reports with updates to the to the Risk Management Client Objective Support plan for items completed within the previous quarter.

1.5 Compliance with Law. JTF shall at all items during the term of this Agreement comply with, and provide all services required hereunder in accordance with, all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act (as amended) and the Americans with Disabilities Act.

1.6 Nondiscrimination. JTF shall not differentiate or discriminate in the provision of services or against any of its employees or any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex.

## ARTICLE II Obligations of COUNTY/Compensation

2.1 Compensation. COUNTY shall pay JTF for services pursuant to the terms of this Agreement a fee of \$31,249.95 for the initial fifteen (15) months, which may be paid on a quarterly basis. The first invoice shall be received on October 1, 2011. If this Agreement is renewed County shall pay JTF for services pursuant to the terms of the Agreement an annual fee of \$25,000, which may be paid on a quarterly basis. COUNTY shall pay service invoices within

forty-five (45) days of invoice date. Fees for additional services desired by COUNTY for the provision of services to additional operations shall be separately negotiated.

2.2 Compliance With Law. COUNTY shall at all times during the term of this Agreement, comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the federal Social Security Act (as amended); and the Americans with Disabilities Act.

### **ARTICLE III** **Insurance and Indemnification**

3.1 Liability Insurance. During the term of this Agreement, JTF shall maintain and keep in effect, at its sole expense, general liability insurance and errors and omission (professional liability) insurance coverage. At COUNTY's request, JTF shall furnish to it a certificate of insurance evidencing the insurance coverage required under this Section.

3.2 Indemnification. JTF shall indemnify, defend, and hold harmless COUNTY and its officers, directors, employees and agents from and against any and all liability, loss, damage, claims, and all costs or expenses related thereto (including attorneys' fees), that may arise out of and/or be incurred in connection with: (a) any negligence or misconduct caused or alleged to have been caused by JTF or its employees, agents, or representatives in connection with the provision of the services under this Agreement or in connection with the use or maintenance of any property, facility, or any equipment by, or under the direction or control of JTF, or (b) any act or failure to act by JTF or its employees, agents, or representatives outside the scope of or in breach of, the terms of this Agreement. The provisions in this section shall survive the termination of this Agreement.

### **ARTICLE IV** **Term of Agreement/Termination**

4.1 Term. This Agreement shall be effective from July 1, 2011 through September 30, 2012. This Agreement may be renewed on an "as needed basis" for a period of 12 months, not to exceed a total period of 3 years. Such renewals shall be contingent upon satisfactory fiscal and program performance reviews as determined by COUNTY and subject to the availability of funds as determined by COUNTY. Each renewal shall be confirmed in writing by JTF and the COUNTY and shall be subject to the terms and conditions set forth in the original Agreement and its amendments.

4.2 Early Termination. COUNTY may terminate this Agreement by giving written notice to JTF at least ninety (90) days in advance.

4.3 Event of Default. In the event that either Party fails to perform any of its obligations and such failure shall continue for a period of sixty (60) days after written notice describing such failure has been given by the non-defaulting party, the non-defaulting party may terminate this Agreement with no further obligation or liability by giving an additional written notice to the defaulting party informing such party of the termination of this Agreement. Subject to Section

5.1 any such termination shall not limit the legal or equitable rights and remedies that may be available to any party.

4.4 Termination With Notice Other. Notwithstanding Section 4.1 above, this Agreement shall immediately terminate upon written notice by COUNTY to JTF in the event JTF (or any of its officers, directors, or employees) is placed on the convicted vendor list kept by the Florida Department of Management Services pursuant to section 287.133, Florida Statutes.

#### ARTICLE V Dispute Resolution

5.1 Dispute Resolution. Any dispute arising under this Agreement shall be addressed by representatives of the COUNTY and JTF as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to Human Resources and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Manager and Human Resources Director of the County or their designee and a representative of JTF. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Manager or his/her designee, and the County Attorney and the County Manager and Human Resources or their designee(s) shall meet with JTF representatives(s). Said meeting shall occur within thirty (30) days of the notification by the County Manager. If there is no satisfactory resolution, the claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by COUNTY from a Florida Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be split by the Parties. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be split by the parties. JTF shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed. The provisions in this section shall survive the termination of this Agreement.

#### ARTICLE VI General Provisions

6.1 Recitals. The parties acknowledge that the statements contained in the recitals above are true and correct, and the recitals are incorporated herein by reference and made a part hereof.

6.2 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between JTF and COUNTY other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither JTF or COUNTY, nor any of their respective offices, directors, or employees, shall act as nor be construed to be the agent, employee or representative of the other. Furthermore, JTF shall not represent to others that it has the authority to bind COUNTY unless specifically authorized in writing to do so. All deductions for social security withholding taxes, income taxes, contributions to unemployment compensation funds, worker's

compensation and all necessary insurance for JTF employees and permitted contractors shall be the sole responsibility for JTF.

6.3 Attorney's Fees. In the event the parties hereto enter into litigation against each other, the prevailing party shall be entitled to all attorneys fees associated with that action. In the event JTF should be subjected to litigation by any outside party as a result of performance under this Agreement, JTF shall pay its own attorneys fees.

6.4 Assignment. This Agreement may not be assigned or subcontracted by JTF without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

6.5 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of a third party.

6.6 Notices. Any notice required hereunder shall be in writing, signed by a duly authorized officer, and shall be delivered personally (by courier or otherwise), sent by certified, registered, or express mail, postage prepaid and return receipt requested, or transmitted by telecopier with a copy of such notice or other communication and a confirmation of transmission sent by certified, registered or express mail, postage prepaid and return receipt requested, and shall be addressed as follows:

When JTF is to be notified:

Elisa Simpson  
John T. Ferreira Insurance  
463820 St. Rd 200, Suite 101  
Yulee, FL 32097

When COUNTY is to be notified:

Ted Selby  
County Manager  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

With a copy to:

Chili Pope  
Human Resources Director  
96135 Nassau Place, Suite 5  
Yulee, FL 32097

A party may, by notice given in accordance with this Section 6.6 to the other party, designate another address or person to which notices required to be given pursuant to this Agreement shall thereafter be transmitted. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the earlier of the time it shall have been actually

received or (i) delivered to the addressee as indicated by the return receipt or the affidavit of the messenger, or transmitted to the addressee or (ii) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

6.7 Captions; Partial Invalidity. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such provisions of the Agreement nor in anyway way affect this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or enforceability of such provision shall not affect the remaining provisions of this Agreement.

6.8 Change in Law or Regulations. Should any federal or state statute, regulation, or rule now existing, or enacted or promulgated after the effective date of this Agreement, be enacted or interpreted by any court, governmental body, or agency having jurisdiction over JTF or COUNTY during the term of this Agreement so as to materially affect the ability of a party to perform any provision of this Agreement, then the parties shall forthwith and in good faith amend the provision of this Agreement affected by such actions as reasonably necessary to comply with such law, regulation, or rule. Any such amendment shall preserve the underlying economic and financial arrangements between the parties hereto.

6.9 Intellectual Property. Any copyrightable or patentable intellectual property or documents created specifically for or on behalf of COUNTY produced as a result of work or services performed under this Agreement, or in any way connected with the Agreement, shall be the property of COUNTY, with only such exceptions as are clearly expressed and reasonably valued in the Agreement.

6.10 Amendment or Modification. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. All amendments and modifications shall be in the form of a supplemental agreement.

6.11 Entire Agreement. This Agreement and attachments embody the entire Agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous, oral or written, understandings negotiations or communications on behalf of such parties.

6.12 Survival. The provisions in Section 3.2 (Indemnification) and Section 5.1 (Dispute Resolution) shall survive the termination of this Agreement.

6.13 Applicable Law, Venue, Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal action or proceeding arising out of or construing this Agreement shall lie in the state courts for Nassau County, Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

6.14 Waiver. No waiver of any provision of this Agreement shall be binding upon any party unless such waiver is expressly set forth in a written instrument executed by such party. Such

waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise nor the delay or failure to exercise any right, power or remedy shall operate as a waiver of or impair, limit or restrict the exercise by any party of any such right, power or remedy at any time and from time to time thereafter. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

6.15 Non-exclusivity. Nothing in this Agreement shall be construed to confer upon JTF the exclusive right to provide services to eligible consumers in any geographic area, and COUNTY explicitly reserves the right to contract with other organizations or agencies providing similar services in JTF's geographic area.

6.16 Filing of Agreement. A certified copy of this Agreement and any amendments, modifications, and supplemental agreements shall be filed with the Nassau County Clerk.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

JOHN T. FERREIRA INSURANCE, INC.

\_\_\_\_\_  
Name: *Walter J. Boatright*  
Title: *Vice President*

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FL

*Walter J. Boatright*  
Walter J. Boatright  
Its: Chairman

ATTEST:

*John A. Crawford*  
John A. Crawford *7/1/11*  
Its: Ex Officio Clerk *EBK 7/5/11*  
*3/2/11*  
Approved as to form by the Nassau County Attorney  
*David A. Hallman*  
David A. Hallman

# Nassau County Board of County Commissioners Risk Management Client Objective Support Plan

	Strategy	Responsibility
<b>1</b>	<b>Account Management</b>	
a.	<b>Establish Communication Protocols</b> Develop team chart for BOCC and Ferreira personnel Document reporting process for general correspondence and inquires	Elisa Simpson
b.	<b>Maintain account program and profile data</b> Document reporting/authorization process for changes to insurance schedules Review Property, Inland Marine and Auto schedules quarterly with Department Heads to ensure accuracy	Jessica Goff
c.	<b>Review contracts to determine adequacy of indemnification, hold harmless, and insurance clauses</b> Develop and implement standardized contract processes and provisions	Elisa Simpson
d.	<b>Conduct risk management meetings</b> Monthly status review with Director of Human Resources	Elisa Simpson
e.	<b>Monitor claims investigation, work product outcome and loss reserve validation</b>	Coleen Beach
f.	<b>Conduct monthly claim reviews of open claims and provide summary of recommendations for closure</b>	Coleen Beach
g.	<b>Provide updates on laws, cases, regulations and requirements regarding claims</b>	Coleen Beach
<b>2</b>	<b>Implement Pre - Loss Strategies</b>	
a.	<b>Facilitate the development and implementation of a loss control program</b> Identify departments with highest loss frequency and severity Utilize carrier loss control for monthly site visits	Jennifer Woods
b.	<b>Provide assistance in complying with loss control recommendations</b>	Elisa Simpson
c.	<b>Facilitate the development of Safety Committee protocols</b> Facilitate Safety Committee meeting including committee member selection; agenda development; implement standardized meeting minutes and action plans Identify Safety Training programs; coordinate training or presentations with service providers	Shaun Woleshin
d.	<b>Trend losses and identify key loss drivers</b> Participate in monthly claim analysis with Safety Committee Personnel	Coleen Beach
e.	<b>Facilitate the inspection of property and the identification of hazard and safety deficiencies</b> Develop monthly schedule of properties to be inspected Facilitate FACT and Bituminous on-site risk control visits	Elisa Simpson
f.	<b>Develop a site inspection checklist</b>	Elisa Simpson
g.	<b>Develop Workers Compensation Claims protocols</b> Update current 'On the Job Injuries' protocols	Coleen Beach

# Nassau County Board of County Commissioners Risk Management Client Objective Support Plan

	Strategy	Responsibility
<b>2</b>	<b><i>Implement Pre - Loss Strategies (continued)</i></b>	
h.	Develop accident investigation program Evaluate and update (as needed) existing accident investigation program utilizing carrier best practices Develop root cause investigation protocol utilizing carrier best practices	Coleen Beach
i.	Review and update current safety manuals Update New Employee Safety Orientation	Elisa Simpson
j.	Develop Risk Management program manual	Elisa Simpson
k.	Design claim and care management reporting procedures Develop and document communication protocols for claims reporting process	Coleen Beach
<b>3</b>	<b><i>Implement Post - Loss strategies</i></b>	
a.	Assist with accident analysis and investigation Review accidents during monthly safety committee meetings (utilizing root cause investigation protocols)	Coleen Beach
b.	Monitor and ensure effectiveness of transitional duty program to reduce indemnity costs Review claim analytic reports from carrier to evaluate reduction	Coleen Beach
c.	Integrate the workers' compensation protocols with ADA ,FMLA and client leave of absence program Review with Director of Human Resources protocols for concurrency Conduct Workers' Compensation File Audit	Coleen Beach
d.	Perform a loss retention analysis Determine impact of loss retention on individual claim	Elisa Simpson
e.	Develop correspondence re: indemnification, waiver of subrogation, coverage rebuttals, and contract language regarding claims	Coleen Beach
f.	Propose best practice litigation management	Coleen Beach
<b>4</b>	<b><i>Design claim analytic reports to measure / monitor program success</i></b>	
a.	Design claim analytic reports that monitor program successes Monthly review of lag time, incurred costs, top 3 causes of loss	Coleen Beach
b.	Analyze claim analytic reports, claims experience to identify trends and mitigation opportunities Quarterly review of findings with Director of Human Resources	Coleen Beach
<b>5</b>	<b><i>Develop and Issue Request for Proposal</i></b>	
a.	Document risk profile data on renewal business Coordinate collection of program renewal data from appropriate county personnel	Jessica Goff
b.	Coordinate and facilitate carrier loss control site visits at client/prospect locations	Haley Spiers
c.	Compare and analyze platform of value added services for Third Party service providers	Coleen Beach

# Nassau County Board of County Commissioners Risk Management Client Objective Support Plan

	Strategy	Responsibility
<b>6</b>	<b>Client Education</b>	
a.	<b>Monitor and report legislative environment, changes and trends</b> Attend Costangy Brooks & Smith Employment Workshop Attend Round Table forum to ensure coordination of Risk Management programs with HR Attend FACT Conference and debrief on content during monthly Risk Management meeting	Elisa Simpson
b.	<b>Provide access to technical training</b> Facilitate On-site Employment Workshops for key staff and Constitutional Officers	Elisa Simpson
c.	<b>Facilitate statutory/regulatory compliance education</b> Facilitate Commissioner Awareness Training Facilitate scholarship program for County Fire/Rescue for volunteers to achieve Part I of the State of Florida Minimum Standards Course	Haley Spiers