

**CONTRACT FOR SERVICES
BETWEEN**

**USIS, INC.
AND
CITY OF HAPEVILLE**

In consideration of the mutual covenants herein contained, **USIS, INC.** hereinafter referred to as the **COMPANY**, does hereby contract and agree with the **CITY OF HAPEVILLE**, hereinafter referred to as the **EMPLOYER**, as follows:

- I. This agreement shall take effect June 3, 2016, and shall continue for a one (1) year period, unless terminated by either party as set forth herein. This contract may be terminated at the request of the **COMPANY** with ninety (90) days written notice, and the **EMPLOYER, without cause**, with sixty (60) days written notice.

- II. All services rendered by the **COMPANY** will fully comply with the rules established by regulatory authorities. The **COMPANY** will perform all services specified herein, including but not limited to the following: Administrative Services, Claims Services, and Data Management Services.

A. ADMINISTRATIVE SERVICES

1. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers.

2. Prepare, file and maintain statistical information required by the Department of Insurance or other appropriate State agencies, by required date.

B. CLAIMS SERVICES

1. Establish reporting procedures which are compatible with the needs of the Employer.

2. Provide necessary forms and instructions for use.
3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims.
4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.
5. Accept or deny all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law.
6. Employ outside professionals such as private detectives, expert witnesses, field claim adjusters and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, subject to prior approval by and consultation with **EMPLOYER**.
7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit.
8. Adjust and settle all reported claims. Such settlement is to include preparation and execution of all necessary compromise and release agreements.
9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.

10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.
11. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee claim in order to bring to an amicable conclusion.
12. Provide **EMPLOYER** with narrative status reports of major or litigated claims.
13. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited physical abilities arising from covered injuries, at the expense of the **EMPLOYER**.
14. In coordination with **EMPLOYER**, maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians.
15. All expenses regarding the checking account(s) to be at the cost of the **EMPLOYER**.
16. Employ outside professionals for field case management, rehabilitation, vocational training and catastrophic case management at the expense of the **EMPLOYER** subject to prior approval by and consultation with the **EMPLOYER**.

C. **DATA MANAGEMENT SERVICES** - Provide Employer's and Liability

Claims Reports monthly with the following individual claim details:

1. Claimant's name and social security number
2. Date of injury or loss
3. Nature of injury or loss
4. Description of accident
5. Payments to date
6. Reserves for future payments
7. Allocated claims expense paid-to-date
8. Reserve for future allocated claims expense

D. **WORKING LOSS FUND RECONCILIATION** - Provide monthly reports as

follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.
2. Report will show:
 - a. Balance of fund at inception
 - b. Total disbursement by date and claimant
 - c. Balance of fund at close
 - d. Amount of reimbursement required

III. **WORKERS COMPENSATION CLAIM SERVICES:**

A. Service fees will be charged at a flat rate of \$5,000 for the twelve (12) month period.

B. **Cost Containment Services (Medical Bill Repricing):** The fee for medical bill re-pricing by the **COMPANY** shall be \$5.50 per medical bill, which will be invoiced by the **COMPANY** on a quarterly basis.

- C. **Network Savings:** A fee of 25% of network contract savings (not fee schedule savings) shall be paid related to medical providers and pharmacy networks.

IV. TAIL CLAIMS:

Workers' Compensation Tail Claims: — If applicable, the service fee shall be \$375 per lost-time file per contract year for open claims. There is no charge for tail medical only claims.

- V.** Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY'S** performance will continue for a period of ninety (90) days after the expiration of the contract period. All reports required by regulatory authorities will be filed for the contract period. The aforementioned annual fees payable to the **COMPANY** include full consideration for all such continuing obligations.

VI. INDEMNIFICATION:

To the extent provided by law, each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party (the "Indemnitee") and its affiliates, officers, directors, agents and employees from and against any and all claims, losses, liabilities, damages, costs, penalties, fines, interest and expenses, including punitive damages and reasonable attorney's fees, arising from or caused in whole or in part by any breach of this Agreement or negligent act or omission by the Indemnitor or its officers, agents or employees. If the Indemnitee is not actively negligent, such indemnification shall be complete and total and without regard to the comparative fault of the parties. If there is active negligence on the part of the Indemnitee, such indemnification shall be partial and provided only to the extent of the comparative fault of the Indemnitor. Notwithstanding the foregoing, USIS shall have no liability under this provision for

any act or omission taken by it in accordance with the written instructions of the City of Hapeville. This provision shall survive termination of this Agreement.

VII. The **COMPANY** will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the **EMPLOYER**.

VIII. **Participation in Federal Work Authorization Program**. The Company shall participate in the federal work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The Company shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and the Company will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the containing the above information. Further, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The Company's/Contractor's affidavit is attached as Exhibit A.

To the extent that a subcontractor is utilized, the subcontractor shall participate in the federal work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The subcontractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the subcontractor has registered with, is authorized to use, and uses the federal work authorization program; the subcontractor will continue to use the federal work authorization program throughout the contract period; and the subcontractor will contract for the

physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the subcontractor containing the above information. Further, the contractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The subcontractor's affidavit is attached as Exhibit B.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

CITY OF HAPEVILLE

By:

Signature

Witness Signature

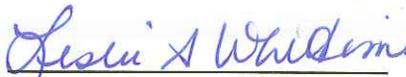
Title

Date

USIS, INC.

By:


Signature


Witness Signature

Executive Vice President
Title

April 15, 2016
Date

EXHIBIT A

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Hapeville, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Hapeville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Hapeville at the time the subcontractor(s) is retained to perform such service.

788434

EEV/Basic Pilot Program* User Identification Number

Date of Authorization-9/23/2014 Name of Contrator-USIS, Inc. Name of Employer-Brown & Brown, Inc.

USIS, Inc.

By: Ron Warble

Printed Name of Authorized Officer or Agent

Its: Executive Vice President

Title of Authorized Officer or Agent of Contractor

4/15/2016

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

15 DAY OF April, 2016

Leslie A. Whittemore

Notary Public

My Commission Expires:



LESLIE A. WHITTEMORE
Notary Public, State of Florida
My Comm. Expires June 14, 2018
Commission No. FF 100261