

**FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND PAYFLEX
SYSTEMS USA, INC., FOR THIRD PARTY ADMINISTRATION OF EMPLOYEE HEALTH
REIMBURSEMENT, FLEXIBLE SPENDING, AND HEALTH SAVINGS ACCOUNTS FOR BROWARD
COUNTY EMPLOYEES (RFP # R1223432P1)**

This Fourth Amendment ("Fourth Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and PayFlex Systems USA, Inc., a Nevada corporation authorized to transact business in the State of Florida ("Third Party Administrator") (collectively, the "Parties").

RECITALS

A. The Parties entered into the original agreement for Third Party Administration of Employee Health Reimbursement, Flexible Spending, and Health Savings Accounts for Broward County Employees, dated September 23, 2014 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated November 1, 2019, a Second Amendment, dated June 11, 2020, and a Third Amendment, dated July 13, 2021. The Original Agreement, as amended by the First Amendment, Second Amendment and Third Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to extend its term for one (1) additional year under the same terms and conditions.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Fourth Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Modifications to the Agreement are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Parties each consent to extend the term of the Agreement for one (1) year beginning on January 1, 2023, and ending at 11:59 p.m. on December 31, 2023, under the same terms and conditions currently in effect, and with no change in fees. The fees currently in effect and applicable to this extended term are those set forth in Exhibit C for year 2019.

4. Section 3.1 of the Agreement is amended as follows:

3.1 TERM: This Agreement shall commence on January 1, 2015, and terminate on ~~December 31, 2019~~ December 31, 2023. The continuation of this Agreement

beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

5. Section 4.3 of the Agreement is amended as follows:

4.3 Fees, as reflected in Exhibit C, Compensation/Fee Schedule, are effective January 1, 2015, and are guaranteed for a period of ~~eight (8)~~ nine (9) years through ~~December 31, 2022~~ December 31, 2023.

6. New Sections 13.28, 13.29, 13.30, 13.31, and 13.32 are added to the Agreement as follows (bold/underlining omitted):

13.28 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Third Party Administrator represents that it has not been placed on the “discriminatory vendor list” as provided in Section 281.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Third Party Administrator represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Third Party Administrator represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

13.29 Verification of Employment Eligibility. Third Party Administrator represents that Third Party Administrator and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Third Party Administrator violates this section, County may immediately terminate this Agreement for cause and Third Party Administrator shall be liable for all costs incurred by County due to the termination.

13.30 Prohibited Telecommunications Equipment. Third Party Administrator represents and certifies that Third Party Administrator and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Third Party Administrator represents and certifies that Third Party Administrator and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of the Agreement.

13.31 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Third Party Administrator

represents and certifies that Third Party Administrator will comply with Section 26-125(d) of the Code for the duration of the term of the Agreement.

13.32 Polystyrene Food Service Articles. Third Party Administrator shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.173, Broward County Administrative Code.

7. In the event of any conflict or ambiguity between this Fourth Amendment and the Agreement, the Parties agree that this Fourth Amendment shall control. The Agreement, as amended herein by this Fourth Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Fourth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Fourth Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. Third Party Administrator acknowledges that through the date this Fourth Amendment is executed by Third Party Administrator, Third Party Administrator has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. The effective date of this Fourth Amendment shall be the date of complete execution by the Parties.

11. This Fourth Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2022, and Third Party Administrator, signing by and through its CCO _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

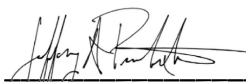
By Sandy Steed Digitally signed by Sandy Steed
Date: 2022.08.14 19:55:59
-04'00'
Sandy Steed (Date)

Assistant County Attorney
Danielle W. French
By French Digitally signed by Danielle W. French
Date: 2022.08.16 09:00:11
-04'00'
Danielle W. French (Date)
Deputy County Attorney

SS
2022-08-09 PayFlex Systems USA Fourth Amendment
08/09/2022

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PAYFLEX SYSTEMS USA, INC., FOR THIRD PARTY ADMINISTRATION OF EMPLOYEE HEALTH
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THIRD PARTY ADMINISTRATOR

By: 

Authorized Signer

Jeffrey Protector - Chief Control Officer
Print Name and Title

10 day of August, 2022