

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND APPLICANT
INSIGHT, INC., FOR PRE-EMPLOYMENT BACKGROUND SCREENING SERVICES (RFP
#R2113263P1)**

This Second Amendment (“Second Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Applicant Insight, Inc., a Florida corporation (“Applicant Insight”) (collectively referred to as the “Parties”).

RECITALS

A. On July 25, 2017, County entered into an agreement (“Original Agreement”) with Applicant Insight to provide comprehensive employment background screening including, employment history verification, license and certification verification, and education verification.

B. On November 2, 2017, the Parties entered into a First Amendment (“First Amendment”) to update the Fair Credit Reporting Act requirements. As used herein, the term “Agreement” refers to the Original Agreement as amended by the First Amendment.

C. The Agreement provided that the initial term would be for a period of two (2) years with the option to extend for three (3) additional one-year terms. All term extension options were effectively exercised, and the Agreement currently has an expiration date of July 24, 2022.

D. To ensure continuity of the Services, the Parties desire to enter into a short-term term extension of the Agreement on a month-to-month basis for a term not to exceed twelve (12) months, and to increase the maximum not-to-exceed amounts.

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

1. Recitals; Capitalized Terms. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Limited Term Extension; Rates for Services/Goods. The Agreement is hereby extended on a month-to-month basis for up to an additional twelve (12) months (each a “monthly extension period”), such that the Agreement shall expire no later than July 24, 2023 (“Limited Term Extension”). Each monthly extension period shall be automatically exercised unless County provides written notice of intent not to extend, in which event the Agreement will expire at the end of the then-current monthly extension period. The rates for Services/Goods charged by Applicant Insight to County during the Limited Extension Period shall be the amounts stated in Exhibit A to the Agreement, subject to the maximum amounts stated in Section 4.1 of the Agreement, as amended by Section 3 below.

3. Compensation. Article 4, Compensation, Section 4.1 of the Agreement is hereby amended in relevant part to read as follows (words in struck-through type are deletions from existing text and words in underscored type are additions):

4.1 For the duration of the Agreement, County will pay Applicant Insight in accordance with Exhibit A for the following:

Services	Term	Not-To-Exceed Amount
Employment verification, education verification, license and certification verification, data entry, applicant call, adverse action, clearing house fees, third party vendor and pass thru fees	Initial Term	\$68,000
Employment verification, education verification, license and certification verification, data entry, applicant call, adverse action, clearing house fees, third party vendor and pass thru fees	<u>Annual</u> Renewal Terms	\$34,000 per renewal year <u>First Renewal Term: \$88,000</u> <u>Second Renewal Term: \$34,000</u> <u>Third Renewal Term: \$34,000</u> <u>(total \$156,000 for 3 years)</u>
Optional Services (Personal reference verification, criminal background check, motor vehicle/traffic citation and offense check, DOT employment verification)	Duration of the Agreement	\$10,000 Work Authorization for Agreement, Exhibit D, will list Not To Exceed Amount upon pre authorization approval by Contract Administrator
<u>Limited Term Extension (Excluding Optional Services)</u>	<u>7/25/2022 to 7/24/2023</u>	<u>(\$100,000 total)</u>
<u>TOTAL</u>	<u>Duration of Agreement</u>	<u>\$334,000</u>

* * *

4. Termination. In addition to the termination options available to County in the Agreement, and notwithstanding the provisions of Section 2 of this Second Amendment, if County enters into a new contract during the Limited Term Extension for some or all of the Services, County, through its County Administrator, may terminate the Agreement with at least three (3) days' advance written notice to Applicant Insight.

5. Miscellaneous. Article 9 of the Agreement is amended to add new Sections 9.30 and 9.31 as follows (bold underlining is omitted):

9.30 Verification of Employment Eligibility. Applicant Insight represents that Applicant Insight 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 Applicant Insight violates this section, County may immediately terminate this Agreement for cause and Applicant Insight shall be liable for all costs incurred by County due to the termination.

9.31 Prohibited Telecommunications Equipment. Applicant Insight represents and certifies that Applicant Insight and each Subcontractor 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. Applicant Insight represents and certifies that Applicant Insight and each Subcontractor shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

6. Severability; Priority of Provisions. Except as expressly modified in this Second Amendment, all remaining terms and conditions of the Agreement, shall remain in full force and effect. In the event of a conflict or ambiguity between the terms and conditions of this Second Amendment and the terms and conditions set forth in the Agreement, this Second Amendment shall control.

7. Entire Agreement. The Agreement, as amended by this Second 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 and this Second Amendment. Accordingly, the Parties agree that no deviation from the terms of this Second Amendment shall be predicated upon any prior representations or agreements, whether oral or written.

8. Joint Preparation. Preparation of this Second 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. No Breach of Claims. Applicant Insight represents that through the date of Applicant Insight's execution of this Second Amendment, County has not breached the Agreement and Applicant Insight has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. Second Amendment Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

11. Counterparts and Multiple Originals. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 APPLICANT INSIGHT, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its Board of County Commissioners

(Signature)

By _____

____ day of _____, 2022

(Print Name of Witness)


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

(Signature)

(Print Name of Witness)

By **Stacey R. Weinger**
Stacey R. Weinger (Date)
Assistant County Attorney

Digitally signed by
Stacey R. Weinger
Date: 2022.04.19
11:26:09 -04'00'

By 
Rene D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by Rene D.
Harrod
Reason: Approved as to form
Date: 2022.04.19 13:02:07 -04'00'

SRW
4/1/2022-Applicant Insight 2nd Amendment

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INSIGHT, INC., FOR PRE-EMPLOYMENT BACKGROUND SCREENING SERVICES (RFP
#R2113263P1)**

APPLICANT INSIGHT

WITNESSES:

Brian Colyer
S

Brian Colyer

Print Name of Witness


Signature

Johnny Bitar

Print Name of Witness

APPLICANT INSIGHT, INC.

By Gregory J. Kirsch
Authorized Representative

Gregory J. Kirsch, COO/CCO

Print Name and Title

30th day of March, 2022