



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND CORVEL HEALTHCARE CORPORATION FOR MEDICAL COST  
CONTAINMENT AND NURSE CASE MANAGEMENT SERVICES FOR THE WORKERS'  
COMPENSATION PROGRAM**

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and CorVel Healthcare Corporation, a California corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Agreement between Broward County and CorVel Healthcare Corporation for Medical Cost Containment and Nurse Case Management Services for the Workers' Compensation Program, dated April 16, 2019 (the "Agreement"), for the provision of medical cost containment and nurse case management services as part of County's Workers' Compensation program.

B. The Parties now desire to amend the Agreement to extend the term of the Agreement and to include up to two (2) optional one-year renewal periods.

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 Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 4.3 of the Agreement is amended as follows:
  - 4.3. Additional Extension. In the event of unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, that render the exercise of an Extension Term not practicable, or if no renewal option is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of county, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed twelve (12) months in the aggregate (**"Additional Extension"**), provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board. The Purchasing Director may exercise this extension by giving written notice, stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term. **Upon expiration of the Additional Extension, this**

**Agreement shall automatically extend for one (1) year, from July 1, 2025, through June 30, 2026 ("Automatic Extension"). Upon the expiration of the Automatic Extension, County may further extend this Agreement for up to two (2) additional one-year terms (each an "Optional Extension") under the same rates, terms, and conditions by providing written notice to the Contractor at least thirty (30) days before the then-current term expires. The Purchasing Director is authorized to exercise each Optional Extension, and notification to the Contractor by electronic mail alone shall be deemed effective and sufficient.**

4. New Sections 11.27 through 11.30 are added to the Agreement as follows (bold/underlining omitted):

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

11.28. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or 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.

11.29. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

11.30. Ownership Disclosure Requirement. Upon County's written request, Contractor must submit an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

5. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a

controlling interest in the entity; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

7. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 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 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. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

11. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and 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 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 \_\_\_\_\_, 20\_\_; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2025

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 Christina A. Price Digitally signed by Christina A. Price  
Date: 2025.04.15 11:03:37 -04'00'  
Christina A. Price (Date)  
Senior Assistant County Attorney

By Danielle W. French Digitally signed by Danielle W. French  
Date: 2025.04.15 14:55:25 -04'00'  
Danielle W. French (Date)  
Deputy County Attorney

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CorVel Healthcare Corporation Agreement First Amendment  
04/14/2025  
#1151379v2

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**CONTRACTOR**

CorVel Healthcare Corporation, a  
California corporation

By:  \_\_\_\_\_  
Authorized Signer

Brandon O'Brien

\_\_\_\_\_  
Print Name and Title

\_\_\_\_ 14 \_\_\_\_ day of \_\_\_\_ April \_\_\_\_, 20\_\_\_\_ 2025