



AGREEMENT

Between

BROWARD COUNTY

AND

FRINGE BENEFITS MANAGEMENT COMPANY

FOR

**THIRD PARTY ADMINISTRATION AND BILLING OF FLEXIBLE SPENDING
ACCOUNTS, HEALTH REIMBURSEMENT ACCOUNTS, COBRA, AND RETIREE**

**Contract Period January 1, 2010 - December 31, 2014
RLI # R0714103R1**



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EXHIBIT:

- A Scope of Services
- B Business Associate Agreement
- C Compensation/Fee Schedule
- D Certificate of Liability Insurance

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CONTRACT PERIOD JANUARY 1, 2010 – DECEMBER 31, 2014

This is an Agreement made and entered into by and between: BROWARD COUNTY ("COUNTY"), a political subdivision of the State of Florida, through its Board of County Commissioners,

AND

FRINGE BENEFITS MANAGEMENT COMPANY ("FBMC"), licensed to do business in the State of Florida, its successors and assigns.

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and FBMC agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement:** this document, Articles 1 through 34, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board:** the Board of County Commissioners of Broward County, Florida, which is the governing body of Broward County, Florida.

- 1.3 COUNTY: Broward County, Florida, a body corporate and politic pursuant to Article I of the Broward County Charter, and a political subdivision of the State of Florida pursuant to Article VIII, §1, of the State Constitution.
- 1.4 County Administrator: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 County Attorney: the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter, or the designee of the County Attorney.
- 1.6 Eligible Employee: an Employee who is benefit eligible as defined by Broward County, and who meets the criteria for FSA and/or HRA participation.
- 1.7 Employee Contribution: with respect only to a flexible spending arrangement, that amount of compensation directed to the Plan by a Participating Employee.
- 1.8 Employer Contribution: the amount of the contribution made by COUNTY, as the Employer, if any, to a participating Employee's account under the Plan.
- 1.9 FBMC: FRINGE BENEFITS MANAGEMENT COMPANY, selected by the Board to provide Third Party Administration of COUNTY's FSA and HRA plans and COBRA/Retiree Plan and Billing Administration, pursuant to the terms of this Agreement, the RLI, and the Offer.
- 1.10 FSA: a Flexible Spending Account Administered. There are two types of Flexible Spending Accounts under which employees can allocate payroll-deducted funds on a pre-tax basis: (1) Unreimbursed Medical, which reimburses employees for qualified expenses not covered by health insurance; and (2) Dependent Care, which reimburses employees for the cost of care for such expenses as adult and child day care centers, preschool, and before/after school care.
- 1.11 HIPAA: the Health Insurance Portability and Accountability Act of 1996.
- 1.12 HRA: the Health Reimbursement Account administered by FBMC pursuant to this Agreement. This is an account set up on behalf of the Member (by tier of coverage) in which reimbursement for applicable services rendered under the COUNTY'S health plan are reimbursed. Such services may include co-payments, co-insurance, and deductibles incurred under the health plan. The HRA qualifies as an employer-provided medical reimbursement plan under IRS Code Sections 105 and 106 and the regulations issued there under, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from participating Employees' gross income under Code section 105(b).

- 1.13 Mailing Time: Pursuant to this Agreement, performance deadlines have been established including an allowance for correspondence sent by United States mail. Mailing time is defined as six (6) calendar days except in the case of a performance deadline which falls on a Sunday or legal holiday. In such cases, delivery by mail shall be deemed to have occurred on the following calendar day.
- 1.14 Maximum Contribution Limit: for any calendar year, the amount established from time to time as defined by applicable federal law and/or COUNTY.
- 1.15 Member: a COUNTY employee, COBRA Continuation beneficiary, Retiree or Covered Dependent(s) of these groups, who has elected to participate in the health plan(s) offered by COUNTY.
- 1.16 IRC: the United States Internal Revenue Code.
- 1.17 Offer: offer prepared by FBMC for the Board of County Commissioners and submitted in response to RLI # R0714103R1.
- 1.18 On-Site: any work location of COUNTY during normal business days in conjunction with the annual open enrollment process.
- 1.19 Participant: any Eligible Employee who has elected to participate in any Plan.
- 1.20 Plan Administrator: the Broward County Human Resources Division Director or the Director's designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Plan Administrator; provided, however, that such instructions and determinations do not change the Scope of Services that would cause an increase to the maximum amount of this contract.
- 1.21 Plan: the FSA or HRA plan.
- 1.22 Plan Year: For the term of this Agreement, each three hundred sixty-five (365) day period beginning January 1 through December 31.
- 1.23 Run Out Period: The period of time following the close of the plan year until March 31.

ARTICLE 2

BACKGROUND

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the

provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based, to wit: Negotiations pertaining to the third party administration to be provided by FBMC were undertaken between FBMC and a committee selected by the Board, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 The term of this Agreement shall commence January 1, 2010 and terminate on December 31, 2014, unless otherwise terminated as provided in Article 12.
- 3.2 Notwithstanding the above, COUNTY may, by and through its Plan Administrator and at his/her sole discretion, extend the term of this Agreement on a month to month basis, for a maximum of six (6) months, in order to transition to a new vendor.
- 3.3 In the event that the Plan is discontinued for any reason, then this Agreement will terminate and, except for a final accounting by FBMC regarding the processing of FSA and HRA reimbursement requests, all obligations under this Agreement will cease.
- 3.4 FBMC shall continue to provide claims processing services following the close of the Plan Year for claims that were incurred during a covered Plan Year provided the Participant files a claim by March 31 following the close of the Plan Year.
 - 3.4.1 The fee for the run-out period of FSA and HRA Plan services will be \$0.
 - 3.4.2 Upon termination of this Agreement, any remaining unpaid HRA and FSA contributions will be returned to COUNTY in the manner agreed to by the Plan Administrator and FBMC, along with a final accounting within sixty (60) days after the run out period has been completed.
 - 3.4.3 All of the other terms of this Agreement will apply to these post-Coverage Period services.

ARTICLE 4

SCOPE OF SERVICES

- 4.1 FBMC agrees to provide the services as described in Exhibit "A", attached hereto and incorporated herein, entitled "Scope of Services."
- 4.2 COUNTY or FBMC may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Article 4 and/or attached and incorporated Exhibits "A," "B," "C" and "D." Such changes must be

contained in a written amendment, prepared and executed consistent with Article 13 of this Agreement prior to any deviation from the terms of this Agreement, including the initiation of any additional services. COUNTY shall compensate FBMC for such additional services as mutually agreed to by the parties and made a part of Exhibit "C," entitled "Compensation/Fee Schedule."

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

FBMC represents and warrants unto COUNTY the following:

- 5.1 Neither FBMC nor any officer, stockholder, director, or employee of FBMC, nor any affiliate of FBMC (hereinafter collectively referred to as FBMC), is subject to any present or past litigation or administrative proceeding of or before any court or administrative body which would have a materially adverse effect on FBMC, or its ability to discharge its responsibilities under this Agreement, or which would impair the ability of FBMC to act as a fiduciary, nor, to its knowledge, is any such litigation or proceeding presently threatened against any of them or their property.
- 5.2 FBMC is presently in compliance with all existing laws and regulations, a violation of which would or could materially adversely affect FBMC's operations or would or could materially adversely affect its ability to fulfill its obligations and undertakings set forth in this Agreement.
- 5.3 FBMC is in good standing with the State of Florida and all departments and agencies thereof, and is appropriately licensed under the laws of the State of Florida to perform all obligations imposed upon FBMC under this Agreement, including functioning as a third party contract administrator. FBMC warrants and guaranties that it is properly licensed and authorized to do business in Broward County as required by the laws of the State of Florida, and the administrative rules and regulations.
- 5.4 FBMC has and shall maintain the capability to adequately carry out the record keeping and reporting requirements of the Plan including access to the necessary computer and data retention equipment needed to provide such record keeping and reporting.
- 5.5 The officer who signs this Agreement on FBMC's behalf, his or her name and signature appearing on the signature page corresponding to FBMC hereto, has full power and authority to execute this Agreement, and such officer's execution and FBMC's performance of the Agreement is a valid and binding obligation of FBMC which does not conflict with FBMC's respective articles of incorporation, by-laws, or any other Agreements to

which FBMC is bound.

- 5.6 All employee records, accounts and information therein regarding the Plan shall be the property of COUNTY and FBMC shall not sell, provide, or in any way disseminate such information without the prior written consent of COUNTY.

ARTICLE 6

ESCHEATMENT

The State of Florida requires escheatment of unclaimed moneys which, as it pertains to this Agreement, would be represented by uncashed checks unprocessed by the Participants within the statutory time period relative to their participation in the Plan. FBMC shall provide an accounting of such checks to COUNTY, in a format acceptable to State standards, within one hundred eighty (180) days after the close of the Plan Year. Upon receipt of such accounting, COUNTY shall require FBMC to take all necessary steps to comply with the State of Florida's escheatment procedures.

ARTICLE 7

CONFIDENTIAL NATURE OF INFORMATION AND HIPAA

- 7.1 Each of the parties hereto agrees, to the extent permitted by law, to mutually safeguard and keep confidential any and all information obtained from the other party with respect to the personnel of COUNTY and each Participant, or any other category of data identified in writing by either party to the other party as being confidential. Unless otherwise required by law, all information obtained by FBMC from any individual employee, whether such employee becomes a Participant or not, shall be treated as confidential between COUNTY and FBMC and shall not be disclosed to any other person, firm or corporation without the written consent of COUNTY or the employee.
- 7.2 **HIPAA:** FBMC acknowledges that it must comply with the Rules and Regulations implementing HIPAA and FBMC agrees to abide by such Rules and Regulations upon their implementation, and abide by any other laws that evolve from HIPAA, either federal or state, upon their implementation.
- 7.3 It is expressly understood by the parties that COUNTY personnel and/or their agents have access to protected health information (hereinafter referred to as PHI) that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event FBMC is considered by COUNTY to be a covered entity or business associate and is required to comply with HIPAA, FBMC shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "B" for the purpose of complying with HIPAA. Where required, FBMC shall handle and secure such PHI in compliance with

HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of FBMC's and COUNTY's uses of Participant's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

ARTICLE 8

COMPENSATION/FEEES

- 8.1 COUNTY will compensate FBMC for its services performed under this Agreement in accordance with the provisions of Exhibit "C," attached hereto and incorporated herein, entitled "Compensation/Fee Schedule."
- 8.2 Fees are effective January 1, 2010, and are guaranteed for a period of five (5) years until December 31, 2014.
- 8.3 The payment of fees will be within thirty (30) days after COUNTY's receipt of invoice.
- 8.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of materially inadequate or defective work as determined by COUNTY which has not been remedied or resolved in a manner satisfactory to COUNTY. The amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Pursuant to federal and state privacy regulations, any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by FBMC, whether finished or unfinished, shall be delivered by FBMC to the Plan Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to FBMC shall be withheld until all documents are received as provided herein. Nothing herein is intended to require that FBMC release to COUNTY any claims or medical records or protected health information of COUNTY employees and/or their dependents without appropriate releases by such individuals.

ARTICLE 10

AUDIT RIGHT AND RETENTION OF RECORDS

- 10.1 COUNTY shall have the right to audit the books, records, and accounts of FBMC that are related to this Agreement. FBMC shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to FBMC's services under this Agreement. All books, records, and accounts of FBMC shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, FBMC shall make same available in written form at no cost to COUNTY.
- 10.2 FBMC shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for the requisite time period set forth in any other applicable state and/or federal law including, but not limited to, HIPAA. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to FBMC's records, FBMC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by FBMC. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

ARTICLE 11

INDEPENDENT CONTRACTOR

FBMC is an independent contractor under this Agreement. FBMC shall be solely responsible for all services performed under this Agreement, including supervision of all services rendered pursuant to this Agreement. In providing services under this Agreement, neither FBMC nor its agents shall act as officers, employees, or agents of the COUNTY. Likewise, neither COUNTY nor its agents, consultants, employees, or participating employees, nor any other beneficiaries hereunder, either singly or collectively, is the agent or representative of FBMC and none of them shall be liable for any act or omission of FBMC or of its agents, employees, or other persons performing services for or at the request of FBMC. No partnership, joint venture, or other joint

relationship is created hereby. COUNTY does not extend to FBMC or FBMC's agents any authority of any kind to bind COUNTY in any respect whatsoever.

ARTICLE 12

TERMINATION

- 12.1 This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination shall be not less than thirty (30) days after the date of such written notice. The parties agree that if the COUNTY erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided
- 12.3 This Agreement may also be terminated by the County Administrator, upon such notice as the County Administrator deems appropriate under the circumstances in the event is the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 12.4 If either party believes there has been a material breach of this Agreement, the aggrieved party shall send to the breaching party written notice identifying the breach. If within twenty (20) days of the date of such notice, the breach has not been corrected, the aggrieved party may terminate this Agreement.
- 12.5 This Agreement may be terminated for cause for reasons including, but not limited to FBMC's failure to suitably perform its obligations under this Agreement, failure to continuously perform its obligations in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement. In addition, either party may terminate this Agreement for cause for any of the following events:
- 12.5.1 FBMC may terminate this Agreement for non-payment of fees provided that written notice of impending termination is sent to COUNTY no later than sixty (60) days prior to termination. During that 60 days written prior notice period FBMC will give COUNTY an opportunity to investigate and cure the alleged problem. COUNTY remains liable for payment of the fees for services provided for the period of time this Agreement remained in force during this grace period.
- 12.5.2 In the event that FBMC files a petition seeking bankruptcy protection, or enters into an arrangement with creditors because of its insolvency, then upon thirty (30) days' notice, COUNTY may declare this Agreement cancelled.

- 12.5.3 FBMC may terminate this Agreement upon ninety (90) days' notice, in the event FBMC is no longer able to legally provide the services required under this Agreement. The notice provided herein shall state, with specificity, the reason(s) why FBMC is no longer able to legally provide the services under this Agreement.
- 12.6 Notice of termination shall be provided in accordance with Article 15 of this Agreement, except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be made by verbal notice that shall be promptly confirmed in writing in accordance with Article 15 of this Agreement.
- 12.7 In the event this Agreement is terminated for convenience, FBMC shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. FBMC acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged, for COUNTY's right to terminate this Agreement for convenience.

ARTICLE 13

ASSIGNMENTS, PERFORMANCE, AND AMENDMENTS

- 13.1 Assignments. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. In addition, FBMC shall not subcontract any portion of the work required by this Agreement. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by FBMC of this Agreement or any right or interest herein without COUNTY's prior written consent.
- 13.2 Any purchase, sale, merger, consolidation, reorganization, or other transaction which may result in a change in control of FBMC or require the assignment or transfer of this Agreement or any interest herein to any parent, subsidiary, or affiliated corporation or partners of FBMC, or to any other entity shall be deemed an assignment requiring the prior written consent of COUNTY. In the event FBMC, or any portion thereof, becomes the intended subject of a purchase, sale, merger, consolidation, reorganization, or other transaction which may result in a change in control of FBMC or require the assignment or transfer of this Agreement or any interest herein to any parent, subsidiary, or affiliated corporation or partners of FBMC, or to any other entity, FBMC shall provide notice to COUNTY pursuant to Article 15 of this Agreement no later than when notice is provided to its shareholders, and such notice shall include any request for COUNTY's consent to the assignment or transfer of this Agreement or

interest, as necessary. Any COUNTY consent to an assignment or transfer of this Agreement or interest herein shall be at COUNTY's sole discretion and shall be subject to the requirement that the succeeding entity accept and agree to perform the continuing covenants of this Agreement and such entity shall further agree to continue to be responsible for compliance with and performance of the terms and conditions of this Agreement. Any attempted assignment or transfer in violation of this section shall be in all respects null and void. FBMC agrees that it shall not encumber this Agreement or any interest herein.

- 13.2 Performance. FBMC represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each person is reasonably experienced and skilled in the area for which he or she will render his or her services. FBMC shall perform its duties, obligations, and services under this Agreement in a skillful manner. The quality of FBMC's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.
- 13.3 Amendments. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and FBMC or others delegated authority to or otherwise authorized to execute same on their behalf.

ARTICLE 14

MATERIALITY AND WAIVER OF BREACH

- 14.1 COUNTY and FBMC agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and, that each is, therefore, is a material term hereof.
- 14.2 COUNTY and FBMC mutually agree that failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 15

NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt

requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended, at the place last specified. The place for giving notice shall remain the same as set forth herein until changed by giving notice in writing to the other party in the manner provided in this section. For the present, the parties designate the following:

If to COUNTY, to: Director of Human Resources Division
Broward County Governmental Center, Room 508
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Office of the County Attorney
Broward County Governmental Center, Room, 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: County Attorney

If to FBMC, to: Jim Snyder, Sr. Vice President
Fringe Benefits Management Company
3101 Sessions Road
Tallahassee, Florida 32303

ARTICLE 16

SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction or, if applicable by a state regulatory agency with jurisdiction over such matters to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall continue to be effective. If any portion of this Agreement is severed pursuant to this Article 16, COUNTY shall have the right to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court or state regulatory agency becomes final.

ARTICLE 17

OVERPAYMENTS AND UNDERPAYMENTS

18.1 In the event of an overpayment or underpayment made by FBMC regarding any claim or participant account, FBMC shall correct such erroneous payment upon receiving notification of such error or when otherwise discovered whichever occurs earlier. FBMC shall advise COUNTY of such erroneous payment and shall assist COUNTY in recovering any overpaid funds at no administrative cost to COUNTY.

- 18.2 FBMC will not pursue recovery of overpayments if any applicable law does not permit it or if recovery would be impractical. The above notwithstanding, FBMC will reimburse COUNTY, within a reasonable time but not more than one hundred eighty (180) days, for any overpayment when such overpayment has not been caused either by inaccurate reporting by COUNTY or by inaccurate information provided by COUNTY.

ARTICLE 18

INDEMNIFICATION

FBMC shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorney's fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act or omission of FBMC, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, FBMC shall, upon written notice from COUNTY, resist and defend such lawsuit or proceedings by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by the County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Plan Administrator and County Attorney, any sums due FBMC under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY. This indemnification provision shall not be construed as obligating FBMC to indemnify COUNTY for losses caused by the negligence or willful misconduct of COUNTY.

ARTICLE 19

INSURANCE

- 20.1 Insurance Coverage. In order to insure the indemnification obligation contained above, FBMC shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverage set forth in Subsections 20.1 through 20.5, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

20.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. FBMC shall pay all deductible amounts, if any. FBMC shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under Comprehensive General Liability Insurance. The official title of the certificate holder is Broward County Board of County Commissioners. The official title shall be used in all insurance documentation.

20.3 Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy shall be provided which shall contain minimum limits of Three Hundred Thousand Dollars (\$300,000) per occurrence, combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Service Office and must include:

- Premises and/or Operations
- Independent Contractors
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Agreement
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability

20.4 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida States, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

20.5 Professional Liability Insurance. FBMC shall maintain for the term of this Agreement, Professional Liability Insurance, including coverage for errors and omissions and employment practices liability, in the minimum amount of Five

Hundred Thousand Dollars (\$500,000) per claim. If the amount of the deductible is listed on the Certificate of Insurance, and is attached to this Agreement. FBMC shall be solely responsible for payment of that deductible. FBMC shall notify COUNTY in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance policy.

- 20.6 FBMC shall furnish to the Plan Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of this Agreement and attached hereto as Exhibit "D." The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708, to be provided by the COUNTY's Risk Management Division. FBMC's failure to provide to COUNTY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 20.7 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of FBMC within this Agreement, as well as its attached and incorporated exhibits, is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation or change in coverage. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 20

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

- 21.1 FBMC shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, or sexual orientation (including, but not limited to, any other protected category in Broward County Code, Chapter 16½) in the performance of the Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work (if authorized) in the performance of this Agreement. FBMC shall include the foregoing or similar language in its agreements with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of the Agreement, which may result in termination of this Agreement or such other remedy as COUNTY deems appropriate.

21.2 FBMC shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. FBMC shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, FBMC shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 21

JURISDICTION, VENUE, GOVERNING LAW, AND WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and when applicable, federal law. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida or in the United States District Court, Southern District of Florida, and venue for litigation arising out of this Agreement shall be in such courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, FBMC AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 22

CONFLICT OF INTEREST

23.1 FBMC agrees that no employee or principal shall, during the term of this Agreement, serve as an expert witness, or an adverse or hostile witness, against COUNTY in any legal or administrative proceeding, unless a party to such action is compelled to give testimony by court process. Further, FBMC agrees that neither FBMC, nor any principal, employee, or agent shall give sworn testimony or issue a report or writing as an expression of his or her opinion which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude FBMC or any other persons from representing themselves in any action or in any administrative or legal proceeding.

23.2 FBMC agrees that neither FBMC, its principals, nor its employees, shall have or hold any employment relationship with any of COUNTY'S fringe benefit providers or any other entities competing to provide fringe benefits or related services to COUNTY or its employees in relation to COUNTY' employees benefits programs,

have a material interest in such providers or entities during the term of this Agreement, including any renewal periods, or have a continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with FBMC loyal and conscientious exercise of judgment related to its performance under this Agreement.

- 23.3 FBMC agrees that neither FBMC, its principals, nor its employees, shall receive any fees, commissions or other compensation from any of the COUNTY'S fringe benefit providers or any other entities competing to provide fringe benefits or related services to COUNTY or its employees in relation to the COUNTY'S employee benefits programs, without the Plan administrator's prior written approval, subject to the concurrence of the County Attorney.

ARTICLE 23

CONTINGENCY FEE

FBMC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FBMC, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for FBMC, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 24

COMPLIANCE WITH LAWS

FBMC shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, this Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

ARTICLE 25

LEGISLATIVE, REGULATORY, OR ADMINISTRATIVE CHANGE

In the event there shall be a change in the relevant federal or state statutes or regulations, the adoption of new federal or state legislation, or a change in any

reimbursement system, any of which are reasonably likely to materially and adversely affect the manner in which either party may perform under this Agreement or which shall make this Agreement unlawful, the parties shall immediately enter into good faith negotiations regarding a new service agreement that complies with the law, regulation or policy and that approximates as closely as possible the position of the parties prior to the change.

ARTICLE 26

JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort.. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 27

PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference, and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect, except for such Articles in Exhibits "A", "B", "C", and "D" which describe the scope of services and performance standards particular to each exhibit. In that case, the specific scope of services and performance standards delineated in each exhibit will prevail over the corresponding scope of services and performance standards in this Agreement. Otherwise, any term, statement, or requirement which is severed from this Agreement pursuant to Article 16 herein because such term, statement, or requirement is held to be invalid, illegal, or unenforceable in any respect, then such term shall be considered severed from the attached and incorporated exhibits as well.

ARTICLE 28

PRIOR AGREEMENTS

This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or

written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 15 above.

ARTICLE 29

THIRD PARTY BENEFICIARIES

Neither FBMC nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 30

PUBLIC ENTITY CRIMES ACT

- 31.1 FBMC represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.
- 31.2 In addition to the foregoing, FBMC further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether FBMC has been placed on the convicted vendor list.

ARTICLE 31

DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by FBMC shall serve as FBMC's required certification that it either has established or that it will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, as may be amended from time to time, and Chapter 21.31(a)(2) of the Broward County Procurement Code, as may be amended from time to time.

ARTICLE 32

INCORPORATION BY REFERENCE

The Exhibits "A," "B," "C," and "D," attached hereto and referenced in the respective articles of this Agreement, are incorporated into and made part of this Agreement.

ARTICLE 33

MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 34

APPLICATION OF ARTICLES FROM THIS AGREEMENT TO EXHIBITS

Articles 1-34 of this Agreement shall also apply to Exhibits "A," "B," "C," and "D," as if fully set forth therein.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: 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 _____, 2009, and FRINGE BENEFITS MANAGEMENT COMPANY, signing by and through its _____, duly authorized to execute same on the ____ day of _____, 2009..

COUNTY

ATTEST:

County Administrator, and Chair

Ex-Officio Clerk of the Board of County
Commissioners of Broward County,
Florida ____ day of _____, 2009.

BROWARD COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

By _____

Date

Approved as to form by
Office of the County Attorney
Broward County, Florida
Jeffrey J. Newton
County Attorney
Broward County Governmental Center
115 South Andrews Avenue Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County

Risk Management Division

By  11/18/09

By 
Assistant County Attorney

CODE SECTION 125 PRE-TAX SALARY REDUCTION SERVICES AND FLEXIBLE SPENDING ACCOUNT SERVICES APPENDIX 1

Broward County Board of County Administrators ("Employer") has established an Internal Revenue Code ("Code") Section 125 Cafeteria Plan to allow eligible employees to pay for their share of certain benefit plan coverage with pre-tax salary reductions.

In addition, Employer has established (i) a Code § 105 Healthcare Flexible Spending Account, and , (ii) a Code § 129 Dependent Care Flexible Spending Account, both offered under the Employer's Code § 125 Cafeteria Plan, which shall be referred to collectively as the "Reimbursement Accounts". Employer has asked FBMC to assist it with its administrative obligations under the Cafeteria Plan and the Reimbursement Account Plans.

1. Data Provider. For the purposes of this Service Appendix, the Data Provider shall mean the party that is providing information to FBMC. Data Provider may be the Employer, a Business Partner or another third party entity designated by Employer. Data Provider shall be responsible for providing FBMC timely, accurate and complete information necessary for FBMC to provide the Services described herein. FBMC is under no obligation to verify the accuracy and completeness of the information it receives from the Data Provider.

2. Plan Documentation. Unless provided otherwise, FBMC shall provide sample prototype plan documentation and forms (non-customized) for review by Employer and Employer's legal counsel. Such documentation will be limited to the following (if applicable): a plan document, summary plan description, salary reduction /change of election forms and sample forms for Covered Individuals to request reimbursement under the Reimbursement Accounts. Although FBMC has prepared this sample prototype plan documentation with the assistance of legal counsel, FBMC makes no warranties or representations regarding the adequacy of such documentation in light of Employer's particular facts and circumstances. FBMC will customize such documentation only to the extent to incorporate the Employer's responses to certain plan design questions submitted to the Employer by FBMC. In addition, FBMC may provide sample document changes to reflect revisions in applicable legislation or regulations.

Employer is responsible for reviewing such documentation with its legal counsel to ensure that such documents comply with applicable law and that revisions made to such document by FBMC on the Employer's instructions are complete and accurate. Employer is responsible for making all other changes to the documents that it deems necessary. All such changes made by Employer should be communicated to FBMC as soon as possible. Employer will provide FBMC with a copy of the completed and properly executed plan documents for Plans no later than a Plan's effective date or as agreed upon by the parties in the Agreement.

3. Elections. Employer shall be responsible for determining who is eligible for the Plans , and who has satisfied the requirements to become a Covered Individual in the Plans.

To the extent agreed upon by the parties, FBMC will process and maintain employee census, Employer contribution (if any), and salary reduction (if any) information for the Reimbursement Accounts, including initial enrollments, annual enrollments and changes made to such elections as reported to FBMC by the Employer or its designee.

All elections and changes to elections will be processed in accordance with the terms of the plan document(s) described in Section 2 above, the Agreement, the Employer's instructions, and applicable law. To the extent agreed upon by the parties, FBMC will process **change of status elections** and

maintain on-going records of activity affecting each employee election. Employer is ultimately responsible for determining whether a requested change in election is permitted.

Employer will provide **newly eligible employees** with salary reduction forms. Employer is responsible for determining who is eligible and who has satisfied the requirements to become a participant in the Plan(s) initialed above. To the extent agreed to by the parties, FBMC will process change of status elections and maintain on-going records of activity affecting each employee election. Employer is ultimately responsible for determining whether a requested change in election is permitted.

4. Reimbursements. FBMC shall process requests for reimbursements in accordance with industry standards, applicable law and IRS guidelines, and information provided to FBMC by the Employer and Data Provider. Unless otherwise provided, FBMC will make determinations on all levels of appeal review adopted under the Reimbursement Accounts other than the final level appeal.

Employer shall be responsible for the determination on the final level of appeal. FBMC will communicate with Employer's employees and grant or deny appeal requests reviewed by FBMC. FBMC will document the decision and communicate it to the Employer.

If a request for reimbursement is approved, FBMC shall disburse benefit payments that are determined to be payable in accordance with the terms of the Plans and the Agreement as soon as reasonably possible after such determination is made, provided that sufficient funds have been made available by Employer to pay such benefit payments. Reimbursements will be issued via checks and/or direct deposit and be processed on a weekly basis. Additionally, the parties have agreed to use the electronic payment card for the FSA reimbursements. Except for the stored-value card procedures, Employer shall make sufficient funds available to pay benefits under the Reimbursement Plans in accordance with the method mutually agreed upon.. If sufficient funds have not been made available, reimbursements will be pended until sufficient funds are made available. If the claims are ineligible reimbursements or non-receipt claims, the Employer will attempt to recover funds in accordance with IRS rules.

In the event of termination, all requests for reimbursement submitted to FBMC after the effective date of termination will be returned to Employer, or at Employer's request, submitted to another third party. FBMC will have no further responsibility with respect to such claims submitted after the effective date of termination.

To the extent agreed upon by the parties, FBMC may accept EOBs from the Healthcare FSA participant's health plan for purposes of processing reimbursements. Employer must identify all health plans and other third parties from whom FBMC may accept EOBs for purposes of reimbursement processing.

5. Banking. Unless otherwise agreed upon by the parties, FBMC will maintain a depository account using the Employer's tax identification number in the FBMC designated bank and deposit of payroll deductions on a per payroll basis will be accepted via check.

Employer shall make sufficient funds available to pay benefits under the Plans as indicated above, including pre-funding to address the IRS Uniform Coverage requirements, and funding to maintain a Minimum Balance for purposes of point of sale payments to participants using the Electronic Payment Card as follows:..

(i) Check writing Authority over Employer Account. The Employer will make sufficient funds available from its general assets for amounts payable to benefit providers under the Plans and/or allocable to eligible reimbursement benefits under the Plans. Funds shall be deposited by Employer into an Employer-owned and named account (the "Account") at a financial institution selected by the Employer and FBMC to facilitate the timely processing of contributions and premiums under the Plans. Employer will also provide written proof that such funds have been made available. The Employer bears sole responsibility for any fees imposed with respect to the Account by the financial institution and Employer and FBMC may agree that FBMC's fees may be withdrawn from such account; and

(ii) Electronic Payment Card Funding and/or Transit Pass Funding: Employer agrees to make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan by depositing, at a minimum, the "Minimum Balance" (in amounts specified by FBMC from time to time) . Employer shall also deposit additional funds (in order to reestablish the Minimum Balance at the request of FBMC. If the Employer does not deposit additional funds upon the third request from FBMC, all payments are suspended and all electronic payment cards are deactivated.

If sufficient funds have not been made available, reimbursements will be pended until sufficient funds are made available. In the event of termination, all requests for reimbursement submitted to FBMC after the effective date of termination will be returned to Employer, or at Employer's request, submitted to another third party. FBMC will have no further responsibility with respect to such claims submitted after the effective date of termination. FBMC reserves the right to retain as an additional administrative fee any interest earned on such funds while held in a FBMC maintained account.

6. Electronic Payment Card. FBMC will make an electronic payment card ("Card") available to Covered Individuals through which eligible medical expenses may be paid. FBMC will administer the card in accordance with Appendix 3.

7. Enrollment. To the extent agreed upon by the parties, FBMC will copyright and print enrollment materials (non-customized) or FBMC will review the Employer's developed enrollment materials and forms to assure compliance with industry standards and IRS guidelines. FBMC will customize such documentation only to the extent to incorporate the Employer's responses to certain plan design questions submitted to the Employer by FBMC. To the extent and manner agreed upon by the parties, FBMC will distribute the enrollment materials. FBMC may schedule regional on-site presentations, group presentations, or supply an enrollment counselor. Enrollment may be on-site or off-site (internet). Also, unless agreed differently in the Agreement, FBMC will process all changes in status and communicate them to the Employer. FBMC will notify the providers of such changes.

Unless provided otherwise, Employer will grant or deny enrollment-related appeals and communicate with its employees and FBMC. Employer may also provide management support in planning enrollment, coordinating meeting facilities and scheduling.

8. Transfer of Data. FBMC will establish a standard procedure for exchanging information with the Employer, providers, and stored-value card processor, as agreed by the parties in the Agreement. Employer will furnish the information (including contribution and enrollment election information) as determined by the parties in the Agreement in a format, method, and time mutually agreed upon by the parties. Additionally, FBMC may exchange eligibility and adjudication data with pharmacy benefits managers and other health care providers as applicable.

9. HIPAA. To the extent agreed upon by the parties, FBMC shall distribute its standard Certificate of Creditable Coverage ("Certificate"), in accordance with HIPAA's method of delivery requirements, to each eligible employee who loses coverage under the Healthcare FSA Plan and/or HRA Plan as soon as practicable after the loss of coverage.

10. Customer Service. To the extent agreed upon by the parties , FBMC will provide toll-free bilingual access for employees to request general information, benefit counseling, a tax-savings analysis, and general assistance. FBMC will make available account balance information to all Reimbursement Account participants via the internet and via a toll-free bilingual Interactive Voice Response System.

11. Form 5500. If agreed upon by the parties, FBMC shall provide information maintained in FBMC's database that is required to be included on the Form 5500 for a Reimbursement Account Plan if the Employer is required to file the Form 5500. Such information will be provided within a reasonable period of time following Employer's written request. Employer is responsible for determining whether a Form 5500 is required to be filed.

12. Nondiscrimination Testing. If agreed upon by the parties, FBMC shall conduct the nondiscrimination testing required under the Code (collectively referred to as the "Nondiscrimination Tests") for the Plan(s) indicated above.

To the extent necessary, FBMC shall provide Employer with a written request for data necessary to perform the Nondiscrimination Tests. Upon FBMC's receipt of the completed form from the Employer, FBMC shall complete the testing and provide a report summarizing its interpretations of the results (based solely on information provided by the Employer and/or maintained by FBMC in accordance with this Service Appendix) within a reasonable amount of time after receipt of the requested information. Employer is responsible for bringing the Plan(s) tested into compliance, based on the results of the Nondiscrimination Tests performed.

13. Consulting & Brokerage Services. To the extent provided, FBMC may provide Benefit Plan consulting services, including but not limited to, discussions regarding Benefit Plan design both initially and for any revisions regarding existing benefits, compliance and communications. Also, FBMC may review banking system, and administrative tasks to be implemented with the Employer, provide the Employer with documents that provide a general overview of implementation tasks and timelines or customize a one-time implementation guide or administration guide, analyze provider capabilities, experience, financial soundness, and ability to continue to provide current benefits.

14. Implementation /Reports. FBMC may provide the Employer with documents that provide a general overview of implementation tasks and timelines or customize a one-time implementation guide or administration guide, analyze provider capabilities, experience, financial soundness, and ability to continue to provide current benefits.

To the extent agreed upon by the parties, FBMC will prepare and provide the following reports and recordkeeping for payroll setup of employee elections: employee eligibility and payroll deduction information, employee and Employer level accounting, employee deductions report, employee contribution report, employee contribution spreadsheet, and employee confirmation letters to verify elections when required. FBMC may also process and send pay cycle contribution billing reports to the Employer confirming the deductions that should be taken for premiums and personal policy plans and provide initial administrative form originals of the forms for duplication by the Employer as needed (such as election enrollment, termination and change of election forms, and pre-enrollment forms for following year enrollment).

On a monthly basis, FBMC may provide contribution billing report or electronic contribution file to reconcile with payroll deduction amounts, and payroll registers available on-line. If agreed upon, FBMC will provide on a quarterly basis, a call activity report, a change of status report, a reconciliation report (either a discrepancy report or a full reconciliation report) unless provided monthly or as provided in the Agreement. Lastly, on an annual basis, FBMC will provide benefit plan renewal election forms, an annual summary of the Plan year results to review with the Employer, an annual claims utilization report, an annual stale-dated check report, and an annual customer satisfaction survey if agreed upon.

FBMC shall provide written either monthly or quarterly reports summarizing the Reimbursement Account activities. To the extent agreed upon by the parties (and in a format and method mutually agreed upon by the parties), FBMC will provide to the Employer an annual Reimbursement Account forfeitures report, an annual stale-dated check report, an annual summary of the Reimbursement Account plan year results, a consolidated year-end Dependent Care FSA annualized deduction amount report for W-2 reporting, and an annual customer satisfaction survey. Additionally, on a quarterly basis, FBMC may provide a reconciliation report (either a discrepancy report or a full reconciliation report) unless provided monthly as provided in the Agreement, a call activity report, a change in status report, and an appeals activity report, and conduct quarterly reconciliation of internal accounting (control) files. The Employer is responsible for reviewing the reports submitted by FBMC and notifying FBMC of any errors of which it is aware within a reasonable period of time after reviewing them.

FBMC will maintain employee eligibility and payroll deduction information, employee and Employer level accounting records, and post deduction information to individual Reimbursement Accounts. If agreed upon by the parties in the Agreement, FBMC will provide printed and on-line Reimbursement Account balance information.

To the extent agreed upon by the parties, FBMC may conduct internal audits or independent audits. Also, if agreed upon by the parties, FBMC may verify coverage and status. Additionally, FBMC may resolve all servicing issues related to the Reimbursement Accounts. The scope of this service is determined in the Agreement.

Employer is responsible for reviewing the reports submitted by FBMC and notifying FBMC of any errors of which it is aware within a reasonable period of time after reviewing them.

To the extent agreed by the parties, FBMC will also provide the following services: FBMC may act as a common remitter for provider premiums/payments via check, conduct internal or independent audits of the Employer's Plan indicated above, schedule enrollment presentations, and promotions, and support new hire enrollment.

15. Benefit Education and Training. If agreed upon, FBMC will provide toll-free bilingual access for employees to request general enrollment information, benefit counseling, a tax-savings analysis, and forms completion assistance and for the Employer's administrative staff. To the extent agreed upon by the parties, FBMC may additionally provide training to the Employer's administrative staff on general enrollment processes and procedures, assign an account manager to manage FBMC's contractual responsibilities on a day-to-day basis, and maintain an internet website that contains the *Quarterly Review* providing legislative updates and information regarding flexible benefit plans.

Employer is responsible for all other duties related to its Cafeteria Plan and Reimbursement Account Plans indicated above.

HEALTH REIMBURSEMENT ARRANGEMENT (HRA) SERVICES APPENDIX 2

Broward County Board of County Commissioners (the "Employer") has established one or more Health Reimbursement Arrangements (HRAs) in accordance with the requirements of Code Section 105, IRS Notice 2002-45 and IRS Rev Rul 2002-41.

All such plans shall be referred to collectively as the "HRAs". Employer has asked FBMC to assist it with its administrative obligations under the prototype (non-customized) HRAs (as indicated above).

1. **Data Provider.** For the purposes of this Service Appendix, the Data Provider shall mean the party that is providing information to FBMC. Data Provider may be the Employer, a Business Partner or another third party entity designated by Employer. Data Provider shall be responsible for providing FBMC timely, accurate and complete information necessary for FBMC to provide the Services described herein. FBMC is under no obligation to verify the accuracy and completeness of the information it receives from the Data Provider.
2. **Plan Documentation.** Unless provided otherwise in the Agreement, FBMC shall provide sample prototype plan documentation (non-customized) and forms for review by Employer and Employer's legal counsel no later than the effective date of the HRAs. Such documentation will include, but not necessarily be limited to, a plan document, summary plan description, summary of material modifications, funding arrangement (as agreed to by the parties), board resolutions, adoption agreement, enrollment materials (in a format and in a manner agreed upon by the parties), and sample forms for Covered Individuals to request reimbursement under the HRAs. Additionally, FBMC will provide generic HRA claims forms and receipt transmittal forms unless agreed differently in the Agreement. FBMC will customize such documentation only to the extent to incorporate the Employer's responses to certain plan design questions submitted by FBMC. In addition, FBMC may provide sample document changes to reflect revisions in applicable legislation or regulations. Employer is responsible for reviewing such documentation to ensure that revisions made to such document by FBMC on the Employer's instructions are complete and accurate. Employer is responsible for making all other changes to the document that it deems necessary. All such changes made by Employer should be communicated to FBMC as soon as possible but no later than the effective date of the changes. Employer will provide FBMC with a copy of the completed and properly executed plan document(s) for each of the HRAs no later than the Plan's effective date.
3. **Enrollment.** Unless provided otherwise, the Employer will copy write and print enrollment materials, FBMC will review the Employer's developed enrollment materials and forms to ensure compliance with industry standards and IRS guidelines. FBMC will distribute the enrollment materials in a manner agreed upon by the parties.. FBMC may schedule regional on-site presentations, group presentations, or supply an enrollment counselor. Enrollment may be on-site or off-site (internet). Unless provided otherwise in the Agreement, the employer will process all changes in status and communicate them to FBMC. FBMC will notify the providers of such changes.
4. **Elections.** FBMC shall maintain employee participation census, and Employer contribution information for the HRAs, including initial enrollments, annual enrollments and changes made to such elections as reported to FBMC by the Employer or its designee. FBMC shall maintain separate notional bookkeeping accounts with regard to each Covered Individual's HRA based on information provided to FBMC by the Employer or its designee. Unless provided otherwise in the Checklist, FBMC is not responsible for processing elections or changes to elections. Employer is responsible for determining who is eligible for the Benefit Plan and who has satisfied the requirements to become a participant in the Plan. Unless provided

otherwise in the Checklist, the Employer is ultimately responsible for determining whether a requested change in election is permitted and the Employer will process all change in status and communicate them to FBMC.

Reimbursements. FBMC shall process requests for reimbursements in accordance with industry standards, applicable law and IRS guidelines, and information provided to FBMC by the Employer and Data Provider. Unless otherwise provided, Employer will make determinations on all levels of appeal review adopted under the HRAs. The Employer will document the decision and notify FBMC.

5.

Employer shall be responsible for determining who is eligible for the HRAs and who has satisfied the requirements to become a Covered Individual in the HRAs administered by FBMC. FBMC may, at the Employer's request, accept EOBs from the HRA participant's health plan for purposes of processing reimbursement. Employer must identify all health plans and other third parties from whom FBMC may accept EOBs for purposes of reimbursement processing. Employer assumes all risk associated with such process by requesting such services from FBMC.

If a request for reimbursement is approved, FBMC shall disburse benefit payments that are determined to be payable in accordance with the terms of the plans after such determination is made, provided that sufficient funds have been made available by Employer to pay such benefit payments. HRA reimbursements will be issued via checks and/or direct deposit and be processed on a weekly basis. Additionally, the parties have agreed to use the electronic payment card for the HRA reimbursements. Except as otherwise provided in the Appendix 3, , Employer shall make sufficient funds available to pay benefits under the HRA Plans in accordance with banking procedures agreed to in the Agreement. If sufficient funds have not been made available, reimbursements will be pended until sufficient funds are made available. If the claims are ineligible reimbursements or no-receipt claims, FBMC will attempt to recover the funds for ineligible and non-receipt claims. If this is not possible, the employer will work with FBMC to develop a method of recovery consistent with IRS rules.

In the event of termination, all requests for reimbursement submitted to FBMC after the effective date of termination will be returned to Employer, or at Employer's request, submitted to another third party. FBMC will have no further responsibility with respect to such claims submitted after the effective date of termination. FBMC reserves the right to retain as an additional administrative fee any interest earned on such funds while held in a FBMC maintained account.

6. **Form 5500.** If agreed upon by the parties, FBMC may provide, upon written request from Employer, any information maintained in FBMC's database that is required to be included on the Form 5500 for the HRAs if the Employer is required to file it. Such information will be provided within a reasonable period of time following Employer's request. Employer is responsible for determining whether a Form 5500 is required to be filed. Alternatively, to the extent agreed by the parties in the Checklist, FBMC may complete the Form 5500.
7. **Reports.** FBMC shall provide either monthly or quarterly written reports summarizing the HRA Account activities. To the extent agreed by the parties, FBMC will provide an annual stale-dated check report to the Employer, an annual summary of the HRA plan year results to be reviewed with the Employer, and an annual customer satisfaction survey. Additionally, FBMC may provide a reconciliation report (either a discrepancy report or a full reconciliation report) either quarterly or monthly as agreed to by the parties;, a call activity report, and an appeals activity report, and conduct quarterly reconciliation of internal accounting (control) files, The Employer is responsible for reviewing the reports submitted by FBMC and notifying

FBMC of any errors of which it is aware within a reasonable period of time after reviewing them.

FBMC will maintain employee eligibility and payroll deduction information, employee and Employer level accounting records, and post deduction information to individual HRAs. , FBMC will provide printed and on line HRA account balance information.

If agreed to by the parties, FBMC may conduct internal audits or independent audits; verify coverage and status, and may resolve all servicing issues related to HRAs. The scope of this service is determined in the Agreement.

8. **Transfer of Data.** FBMC will establish a standard procedure for exchanging information with the Employer, providers, and stored-value card processor, as agreed to by the parties. Employer will furnish the information determined to be necessary to satisfy its responsibilities under this Service Appendix in a format, method, and time mutually agreed upon by the parties. Additionally, FBMC may exchange eligibility and adjudication data with any pharmacy benefits managers.
9. **Consulting Services/Implementation.** FBMC will provide HRA Plan consulting services, including but not limited to, discussions regarding the HRA Plan design both initially and for any revisions regarding existing benefits, compliance and communications. FBMC may review banking system, and administrative tasks to be implemented with the Employer. Additionally, FBMC may provide general HRA consulting services upon the Employer's request if agreed upon by the parties.. FBMC may provide the Employer with documents that provide a general overview of implementation tasks and timelines or customize a one-time implementation guide or administration guide, analyze provider capabilities, experience, financial soundness, and ability to continue to provide current benefits.
10. **HIPAA.** To the extent agreed to by the parties, FBMC shall distribute its standard Certificate of Creditable Coverage ("Certificate"), in accordance with HIPAA's method of delivery requirements, to each eligible employees who loses coverage under the HRA Plan as soon as practicable after notice from Employer of a loss of coverage.
11. **Customer Service.** To the extent agreed upon by the parties , FBMC will provide toll-free bilingual access for employees to request general enrollment information, benefit counseling, a tax-savings analysis, and forms completion assistance and to the Employer's administrative staff. Also, if agreed upon by the parties in the Checklist, FBMC may support new hire enrollment, make available account balance information to all HRA participants via the internet and via toll-free bilingual Interactive Voice Response System, provide training to the Employer's administrative staff on general enrollment processes and procedures, assign an account manager to manage FBMC's contractual responsibilities on a day-to-day basis, and maintain an internet website that contains the Quarterly Review providing legislative updates and information regarding flexible benefit plans.

Employer is responsible for all other duties related to the HRAs not otherwise set forth above.

ELECTRONIC PAYMENT CARD SERVICES APPENDIX 3

Broward County Board of County Commissioners (the "Employer") has established one or more medical expense flexible spending accounts (health FSA) or health reimbursement arrangements (HRA) to allow participants to be reimbursed for eligible medical expenses. FBMC has the capability, in conjunction with the stored-value card provider, to provide a prepaid card service that is designed to process certain transactions electronically in the Employer's Health FSA and HRA, (the "Benefit Plans") by allowing participating employees to use the stored-value card to purchase certain health care services and products from hospitals, physicians, health care professionals, and other providers and merchants, as designated under the Employer's Benefit Plans.

Employer has asked FBMC to assist it with its administrative obligations related to processing claims via electronic payment card under one or both of the Benefit Plans above. Assistance will only be provided with respect to the Benefit Plans for which FBMC has provided the sample plan documentation or, if FBMC's sample plan documentation is not utilized, then only such plans identified by Employer and agreed to by FBMC pursuant to separate written notice.

1. Definitions. (a) "Account" is the bank account from which reimbursements are made.

(b) "Benefit Plan Participants" or "Participants" mean employees and their dependents that are participating in the reimbursement accounts as part of the Benefit Plans.

(c) "Card" or "Cards" means the stored-value card issued by Meta Bank; administered by FBMC.

(d) "Card" Transaction means when the stored-value card is presented for payment of Qualified Expenses.

(e) "Employee" means those employees eligible to participate in the Benefit Plans.

(f) "Flexible Spending Account" ("FSA") means a medical spending account or dependent care reimbursement account or both, as provided through the Benefit Plans.

(g) "Health Reimbursement Arrangement" ("HRA") means a health reimbursement arrangement as established under the Benefit Plans.

(h) "Qualified Expenses" include any and all related goods and services as defined under Sections 105(b), 106, 129, and 213(d) of the Internal Revenue Code relating to IRS-approved tax-favored arrangements.

2. FBMC Responsibilities.

(a) There is no fee associated with this card for Employer.

(b) FBMC shall provide administrative services to Employer and Participants, including: updating Participants' records, maintaining accurate Account balances, and contribution information, activating and deactivating Participant Cards, responding to Participant inquiries and providing appropriate notices regarding Participant Accounts and actions taken in relation thereto.

(c) FBMC shall provide administrative services to Employer, including maintaining accurate Account balance information, providing reports of Account activities and initiating draws against an Account

designated by the Employer to fund reimbursement transactions and maintain Account balances at the agreed-upon levels.

(d) FBMC will refer Participants to the Card processing center to report lost or stolen Cards. FBMC will resolve all servicing issues related to the Card, except transaction or merchant disputes. However, it is Employer's responsibility to ensure that it complies with all applicable tax and other laws.

(e) FBMC will make available to the Employer, for distribution to the Participants, information concerning the proper use of the Card.

(f) FBMC agrees to operate the Card program in accordance with IRS guidance applicable to debit card processing of Qualified Expenses as set forth in Rev. Rul. 2003-43 and Rev. Rul. 2006-69.

3. Employer Responsibilities.

(a) Employer acknowledges that Card services are not generally available to certain persons, including, but not limited to, those ineligible to participate in Employer's Benefit Plan, non-employees, terminated employees, persons participating through COBRA, and certain employees on leave from employment and on disability (collectively, "Ineligible Persons"). Employer agrees to make necessary eligibility changes immediately or immediately notify FBMC.

(b) Employer agrees to sufficiently fund the Account, in advance, in an amount (to be specified by FBMC from time to time) in a checking account in the Employer's name at a financial institution selected by FBMC (the "Maintenance Deposit") to ensure adequate funding for the payment of Card Transactions as they occur. The Maintenance Deposit may be increased depending on the timing and level of Card Transactions.

(c) The Employer shall deposit additional funds in the Account (at the request of FBMC) in order to reestablish the Maintenance Deposit at the end of each claim processing cycle.

(d) Each day that Card Transactions are paid from the Account, Employer authorizes FBMC to initiate a draw from a designated Employer account to restore the Account to the Maintenance Deposit level.

(e) Employer will provide a mechanism to resolve any ineligible Card Transactions that have not been repaid to the Account by the participant. This may include reclassification of the debt as taxable income and accepting the loss as part of the risk of the plan, unless such loss is caused by FBMC.

(f) Employer agrees to notify FBMC of employee termination in a timely manner.

(g) Employer agrees that the cost of all claims arising under the Benefit Plans shall be paid by the Employer's contributions to the Account. The liability for payment of claims falls on the Employer or the Plan Participant, and not on FBMC. Any additional costs, including administrative costs and banking costs, shall be paid by the Employer or Plan Participant. In no event shall FBMC be responsible for any such costs or charges, unless such costs are caused by FBMC. If, at any time, the amount of reimbursement benefits payable under the applicable Benefit Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. Employer is responsible for paying any insufficient fund charges that may apply. FBMC is under no obligation to advance funds on behalf of the Employer.

(h) Employer agrees to notify FBMC immediately upon suspicion of inappropriate or fraudulent Card use.

(i) Employer acknowledges that Card usage for the Benefit Plans is subject to IRS regulation, which may include, without limitation, restrictions on the amount a Participant may charge, which merchants may accept the Card, and the type of expense that may be charged and other legal requirements including, but not limited to those described in Rev. Rul. 2003-43 and Rev. Rul. 2006-69. Employer acknowledges that, despite such usage restrictions imposed by the IRS, the Card may properly cause payments to be issued for expenses that do not represent eligible Benefit Plan expenses. Employer agrees FBMC may not be held responsible for Employer losses due to payments for ineligible expenses, unless caused by FBMC. Employer acknowledges that state or other laws may govern whether and to what extent it may recoup ineligible payments by withholding such amounts from employee pay.

(j) Employer agrees that it may be liable for disputed Card payments if such disputes are subsequently resolved by VISA or MasterCard in favor of the merchant that provided the goods or services.

(k) Employer agrees to administer the Benefit Plans in accordance with the rules and regulations of the Benefit Plans.

(l) Employer agrees to provide to FBMC in a timely fashion all information required for any reports or other documents required by law, including but not limited to the rules and regulations promulgated by the U.S. Department of Labor and the Internal Revenue Service. It is Employer's responsibility to ensure that it complies with all applicable tax and other laws.

(m) Employer agrees to provide a current benefits file to facilitate the automatic adjudication of health-related co-payments.

(n) Employer consents to the use of its name in FBMC's marketing materials.

4. Administration. FBMC will administer the Card as follows:

(a) FBMC or the Card service provider chosen by FBMC will provide a Card to each Participant who elects to use a Card, for one or more of the IRS-approved, tax-favored arrangements as set forth in Rev. Rul. 2003-43 and Rev. Rul. 2006-69; or, at the Employer's option, a Card will be sent to all employees who enroll in one or more of the Benefit Plans that include the Card option.

(b) FBMC will provide each participant with receipt transmittal forms, reimbursement forms and instructions for filing reimbursement Claims; and provide each Participant with information regarding FSA and HRA payroll deposits and claims withdrawals; and

(c) FBMC will provide each Participant with written monthly reports summarizing the previous period's FSA and HRA activities; and receive electronic and/or paper Claims, and expeditiously review such Claims to determine what amount, if any, is due and payable with respect thereto; and

(d) FBMC will disburse the benefit payments it determines to be due (provided the Employer has sufficient funds in the Account) in accordance with the provisions of the Benefit Plan and the following procedure(s):

(1) valid reimbursement for FSA and HRA benefits shall be paid by FBMC in the agreed upon time frame by authorizing a valid Card Transaction at point of sale, via direct deposit, or mailing a check in the appropriate amount(s) directly to the Participants at their home addresses; and

(2) Card Transactions deemed ineligible shall be offset with valid paper transactions; or

(3) Card Transactions deemed ineligible shall be deducted via the payroll system or reported as taxable income.

(4) Unresolved transactions shall result in card suspension or termination as applicable.

(e) FBMC agrees to reasonably ensure compliance with proper use of the Card and take whatever action is necessary to investigate and resolve errors in the Card Transactions.

(f) The Card will be deactivated upon notice from the Employer that the Participant is no longer employed by the Employer or has ceased to satisfy the eligibility requirements of one or more of the Benefit Plans that include the Card option. Where Employer instructs FBMC to terminate eligibility, FBMC agrees to deactivate, within twenty-four (24) hours of an eligibility update in FBMC's system the Card of any Ineligible Person. If FBMC has deactivated a Card pursuant to the preceding sentence, Employer agrees that FBMC or the Card service provider may not be held responsible for any Card payment made after a person becomes an Ineligible Person. Should the Employer fail to provide this notice in a timely manner, causing payment of ineligible expenses, Employer will be responsible for all such ineligible expenses and will, upon request from FBMC, reimburse the Account for all such ineligible expenses. FBMC may deactivate, at its option and without prior notice to Employer or Participant, any Card for fraudulent activity or as outlined in the Cardholder Agreement. FBMC reserves the right to deactivate the Card any other time that it deems appropriate.

(g) Participants must agree to use the Card in accordance with the terms of the Cardholder Agreement that accompanies the Card. FBMC or the Card services provider will deactivate the portion of the Card that corresponds to one or more of the applicable Benefit Plans if the Participant fails to use the Card in accordance with the Cardholder Agreement.

(h) The Card may be used by Participants to pay for Qualified Expenses with merchants who have a category code associated with medical services, (to the extent applicable). FBMC reserves the right to allow the Card to be used at merchants who do not have an appropriate category code under certain circumstances.

(i) FBMC will require substantiation of expenses paid with the Card in accordance with the requirements set forth in the applicable Treasury regulations and/or other applicable guidance. FBMC will notify claimants in writing as to any electronic or paper claims that are denied or deemed ineligible for reimbursement because of inadequate claim substantiation, improper claim form submission, or expenses not meeting plan requirements. The portion of the Card that corresponds to one or more of the applicable Benefit Plans will be deactivated if the Participant fails to provide the requested substantiation. Unless provided otherwise in the Agreement, FBMC will make reasonable attempts to collect repayment of claims paid through the Card for ineligible expenses or offset the ineligible payment against any claims for future eligible expenses (made during the plan year where required). If repayment or offset is not made, Employer will be informed and will be responsible for taking any necessary action required by law.

(j) FBMC or the Card service provider will incur no liability for any ineligible Card payments except those arising from FBMC's or the Card service provider's negligence or material breach of its obligations under this Agreement. It is Employer's responsibility to ensure that it complies with all applicable tax and other laws.

(k) All Cards will be deactivated on the date this Agreement is terminated.

(l) If a portion of the Card that corresponds to one or more of the applicable Benefit Plans has been deactivated (other than for failure to properly fund), neither FBMC nor the Card service provider will reactivate the portion of the Card, except as prompted by written instructions from the Employer, or unless provided otherwise in the Agreement, its Appendices and Exhibits.

(m) Employer understands that until the IRS and/or Treasury issues formal guidance approving the use of the Card under a Code Section that outlines the required terms and conditions of such Card use, the Employer assumes all risks of offering the Card as administered by FBMC (as set forth above and in

the Cardholder Agreement) for use by Participants in the absence of such IRS and/or Treasury formal guidance. Employer agrees to indemnify and hold FBMC harmless from any and all damages that may arise as a result of using the Card in accordance with the terms set forth above.

5. Transfer of Data. FBMC will establish a standard procedure for exchanging information. Employer will furnish the information determined to be necessary to satisfy its responsibilities under this Service Appendix in a format, method, and time mutually agreed upon by the parties in the Agreement. If agreed upon in the Agreement, FBMC may exchange eligibility and adjudication data with the pharmacy benefits manager. Also, FBMC may interface with the Card processor on all Card activity and post data to system file.

Employer is responsible for all other duties related to card services not otherwise set forth above.

COBRA CONTINUATION SERVICES APPENDIX 4

Broward County Board of County Commissioners ("the "Employer") has independently concluded that one or more of its Benefit Plans that provide medical care ("Health Plans") are subject to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985, as subsequently amended ("COBRA") and/or the portability provisions of the federal Health Insurance Portability and Accountability Act as subsequently amended ("HIPAA") or has voluntarily elected to extend similar rights to Benefit Plan participants. Consequently, Employer is required (or has voluntarily elected) to perform certain acts in order to comply with COBRA and/or HIPAA.

Employer has requested FBMC to assist it with satisfying Employer's obligations under the aforementioned rules.

1. For the purposes of this Service Appendix, the **Data Provider** shall mean the party that is providing information to FBMC. Data Provider may be the Employer, a business partner or another third party entity designated by Employer. Data Provider shall be responsible for providing FBMC timely, accurate and complete information necessary for FBMC to provide the Services described herein in a format agreed upon in the Agreement. FBMC is under no obligation to verify the accuracy and completeness of information provided to it by Data Provider.

2. FBMC shall distribute its standard General COBRA Notice (as required under federal law) by first class mail to the last known address of each covered employee and, when required by applicable law, the covered spouse or the covered dependent as soon as reasonably possible but no later than thirty (30) business days after receiving the information necessary to complete and send a General Notice or after the date of the covered employee's initial coverage, whichever is later. Employer understands that FBMC is not the "plan administrator" and is only responsible for satisfying the deadlines set forth in this Agreement. The Employer further understands that FBMC's satisfaction of such deadlines may not prevent such notices from being untimely as defined under applicable federal law. Data Provider is solely responsible for providing the necessary information to FBMC sufficiently in advance of the federal deadline, taking into account the agreed upon timeframes in this Agreement, to ensure that all notices are furnished in accordance with applicable federal law. FBMC is not responsible for resending any notices that are returned to FBMC to the extent they were mailed to the last known address of the Covered Individual.

3. FBMC shall distribute its standard COBRA "Qualifying Event Notice" and Election Form (as required by federal law) by first class mail to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete the Election from Employer or Data Provider, or where applicable, from the Qualified Beneficiary. The notice will specify the plan(s) for which the Qualified Beneficiary is eligible, the premium rate and the due date. This notification requirement shall include mailing required notices and all future billings, collecting premiums, mailing notices of conversion options and cancellation of coverage, reporting to Employer and record keeping. Employer understands that FBMC's satisfaction of such deadlines may not prevent such notices from being untimely as defined under applicable federal law. Data Provider is solely responsible for providing the necessary information to FBMC sufficiently in advance of the federal deadline, taking into account the agreed upon timeframes, to ensure that all notices are furnished in accordance with applicable federal law. In this regard, the Employer shall notify FBMC of all persons who have experienced a qualifying event by noting termination or other changes of employment status on a monthly Employer report or by separate notification to FBMC. The information provided in the notification should include the name, address, social security number, and date and type of qualifying event. FBMC is not responsible for resending any notices that are returned to FBMC to the extent they were mailed to the last known address of the Qualified Beneficiary. However, if agreed upon, FBMC may maintain proof of mailing Qualifying Event Notices and Election Forms.

The Employer agrees to provide to FBMC's home office, the following information on a weekly basis at it relates to the Employer's employees, their spouses and eligible dependents covered under the Health Plans, prior to the loss of coverage:

- a. the death of a covered employee.
- b. the termination (other than by reason of the employee's gross misconduct), or reduction of hours of a covered employee's employment.
- c. the divorce or legal separation of a covered employee from the employee's covered spouse.
- d. a covered employee becoming entitled to benefits under Medicare.
- e. a covered dependent child ceasing to be a dependent child under the terms of the Health Plan.
- f. any other Information relevant to the fulfillment of this Agreement as is necessary for compliance with COBRA, as amended.

In addition, the Employer agrees to provide FBMC with up-to-date, pertinent information relating to the Health Plans on the effective date of this Services Appendix and at the time of any later plan modifications by the Employer. The parties agree that FBMC may rely on and act in accordance with any information or other instruction believed by CA. in good faith to be genuine and properly given.

4. If FBMC receives notice from a Qualified Beneficiary that a qualifying event has occurred or a Qualified Beneficiary has been determined to be disabled by the Social Security Administration, and such Qualified Beneficiary is not eligible for COBRA for any reason, FBMC shall send an Unavailability Notice by first class mail to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving notice from such Qualified Beneficiary.

5. FBMC shall process the Election Forms submitted by Qualified Beneficiaries in accordance with applicable federal law and any additional written instructions from the Employer. To the extent agreed by the parties, FBMC may monitor the timely receipt of elections and contributions. Upon receipt of the Qualified Beneficiary's election to continue benefits, FBMC may send them coupon booklets to the extent requested by the parties.

6. To the extent requested in writing by the Employer, FBMC shall send an annual open enrollment form by first class mail to the last known address of the Qualified Beneficiary to the extent that FBMC has received the information necessary to complete and distribute the annual open enrollment form. FBMC shall also process any requested mid-year changes in elections in accordance with Employer's plan documentation and applicable law.

7. FBMC shall collect, reconcile, and post COBRA premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries where applicable) in a manner and method as agreed upon by the parties. All premiums collected by FBMC in accordance with this Service Appendix will be deposited into a benefit continuation premium depository account in the FBMC's designated bank. FBMC will send all premiums collected to providers or the Employer via check, wire, or ACH, as agreed upon by the parties. FBMC returns any interest earned on such funds while held in an FBMC maintained account to Employer.

8. FBMC shall send by first class mail to the last known address of the Qualified Beneficiary a notice indicating that COBRA coverage is terminating or has terminated. The Termination Notice will be sent as soon as reasonably practicable but no later than a reasonable amount of time after COBRA coverage has ended.

9. Additionally, FBMC may provide Qualified Beneficiaries with end of eligibility notices, conversion notices (if applicable), and confirmation notices as agreed upon.

10. FBMC may verify COBRA coverage and status, calculate medical FSA and HRA eligibility, terminate coverage if contributions are not received timely, process Level I appeal, and resolve all servicing issues related to COBRA.

11. In the event that an eligible participant has elected to continue his/her Medical FSA through COBRA and FBMC is not the Employer's COBRA administrator, FBMC will post contributions as received from the COBRA administrator and will adjudicate and issue reimbursements for eligible claims. If the participant's account becomes overspent after being advised he/she is COBRA-eligible, FBMC will return to the COBRA administrator any contributions received after the account has been overspent.

12. FBMC may provide responses to inquiries by providers and/or insurance carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the information provided to FBMC in accordance with this Service Appendix.

13. To the extent agreed upon by the parties, FBMC shall distribute its standard HIPAA Certificate of Creditable Coverage ("Certificate") to Medical FSA participants by first class mail to the last known address of each Covered Individual who loses active coverage under the applicable Health Plans as soon as practicable after receiving the information necessary to complete the Certificate. FBMC shall also distribute the Certificate by first class mail to the last known address of each Covered Individual who loses COBRA coverage under the applicable Health Plans as soon as practicable after the loss of coverage. FBMC shall also send the Certificate following a request by a Covered Individual (or formerly Covered Individual) provided that the request is made no later than 24 months after the date that coverage was lost. All certificates will be mailed in accordance with the delivery methods established under HIPAA.

14. FBMC shall provide written monthly reports summarizing COBRA activities from the previous month. To the extent agreed upon by the parties in the Agreement, FBMC will produce an active census report and other non-standard reports. Additionally, FBMC will conduct quarterly or monthly reconciliation of internal (control) files. If agreed upon, FBMC may send eligibility reports to insurance carriers, TPAs, and the Employer. Employer is responsible for reviewing the reports submitted by FBMC and notifying FBMC of any errors of which it becomes aware within a reasonable period of time after reviewing them. Additionally, to the extent agreed, FBMC may conduct internal audits or independent audits.

15. FBMC will establish a standard procedure for exchanging information with the Employer and its health providers, as agreed by the parties. Employer will furnish the information determined to be necessary to satisfy its responsibilities under this Service Appendix in a format, method, and time mutually agreed upon by the parties.

16. If agreed upon, FBMC will provide toll-free bilingual access for the Employer's administrative staff. Also, FBMC may assign an account manager to manage FBMC's contractual responsibilities on a day-to-day basis. Additionally, to the extent requested, FBMC may maintain an internet website that contains the Quarterly Review, a publication of FBMC that provides legislative updates and information including COBRA regulations. FBMC will provide current and updated information to the Employer regarding compliance with COBRA, including any changes or modifications to COBRA and the steps required to comply with such changes or modifications.

17. Unless agreed differently, FBMC will produce and print "annual" enrollment materials. FBMC may mail the enrollment materials directly to the COBRA participants. FBMC will ensure compliance with all pertinent law, regulatory rulings, guidelines and notices applicable to COBRA administration.

Employer is responsible for all other duties related to the Health Plans not otherwise set forth above.

RETIREE DIRECT BILL SERVICES APPENDIX 5

Broward County Board of County Commissioners (the "Employer") has established one or more group health plans ("Benefit Plan(s)") for eligible employees, retirees and their respective dependents ("Direct Bill Participants"), and under which the Employer bills and collects health coverage premiums through means other than payroll deductions for certain employees and retirees for coverage covered under its Plan(s).

Employer has requested FBMC to assist it with its administrative obligations in performing premium billing and collection functions.

1. For the purposes of this Service Appendix, the Data Provider shall mean the party that is providing information to FBMC. Data Provider may be an Employer, a business partner or another third party entity designated by Employer. Data Provider shall be responsible for providing FBMC timely, accurate and complete information necessary for FBMC to provide the Services described herein. FBMC is under no obligation to verify the accuracy and completeness of the information provided to it by the Data Provider.

2. Unless agreed differently, the Employer will produce and print enrollment materials. FBMC shall process the enrollment forms. To the extent agreed by the parties, FBMC may monitor the timely receipt of elections and contributions. However, to the extent agreed upon by the parties, FBMC may ensure compliance with all pertinent law, regulatory rulings, guidelines, and notices applicable to the administration of the Employer's Plan.

3. Unless provided otherwise, FBMC shall prepare a standard form notice for Employer distribution and enrollment materials to all Direct Bill Participants, identifying FBMC as Employer's Direct Bill Administrator in a manner and form agreed upon by the parties. Employer is responsible for reviewing the form to ensure that the information provided regarding Employer's Benefit Plans is accurate.

4. To the extent agreed, FBMC may distribute Direct Bill invoices for the premium amount specified by first class mail to the last known address of each Direct Bill Participant as provided by the Data Provider. The Direct Bill invoice will include all past and current amounts owed and will include a coupon that may accompany payment to FBMC incorporating an attestation from the Direct Bill Participant that he or she, and their covered dependents, remain eligible for coverage pursuant to the terms of Employer's Benefit Plan(s). FBMC may also provide confirmation notice to the Direct Bill Participants. FBMC may notify the State Retirement System (if applicable) of retiree election to have premiums deducted from their checks or electronic fund (ACH) transfers.

5. To the extent agreed upon, FBMC may collect, reconcile, and post premiums from Direct Bill Participants (or third parties on behalf of Direct Bill Participants where applicable). All premiums collected by FBMC, in accordance with this Service Appendix, will be deposited into a benefit continuation premium depository account maintained by FBMC on behalf of the Employer. Timely receipt of premium is understood to mean a postmark date that is on or before expiration of the deadline specified. FBMC will send all premiums collected to providers or the Employer via check, wire, or ACH, as agreed upon by the parties.

6. Unless provided otherwise, FBMC shall remit, as directed and as agreed upon by the parties, all premiums received by FBMC no later than fifteen (15) business days after the first day of each month following the month in which such premiums are received by FBMC. The amount submitted shall equal the Net Amount Due Employer. Net Amount Due Employer is the aggregate of all Direct Bill Participant premiums timely received by FBMC in the preceding month. Administrative fees due from Employer will be invoiced. If Employer instructs FBMC to send premiums to a third party, FBMC may rely on that instruction without further inquiry that such third party is authorized to receive such information.

7. Unless agreed otherwise by the parties, FBMC shall provide a remittance detail report listing the Direct Bill Participant premiums timely received for the preceding month, (by paid Direct Bill Participant), and the itemization of the administrative fees due from Employer. Employer is responsible for reviewing such form for any inaccuracies and promptly notifying FBMC.

8. FBMC shall provide, no later than fifteen (15) business days from the last day of each month, a detailed report of FBMC's Direct Bill administrative service activities during the preceding month. Information reported will include, but is not limited to, Direct Bill Participant invoices sent, detail of Direct Bill Participant premiums received, expiration and termination activity, listing of all Direct Bill Participants, and a list of Direct Bill Participants whose premiums remain past due. To the extent agreed in the Agreement, FBMC may conduct either quarterly or monthly reconciliation of internal accounting (control files), provide an active census report, a termination report, a remittance report, and/or other non-standards reports, and conduct internal or independent audits of the Employer's Plan.

9. FBMC shall incorporate the updated rates in all subsequent Direct Bill Participant premium billings within thirty (30) days of receiving notice of such updated rates from the Data Provider.

10. FBMC shall notify the Direct Bill Participant of the termination of their Direct Bill coverage should any such Participant be found ineligible to continue coverage as a result of non-payment of premium within Employer's timelines.

11. Data Provider shall provide FBMC, in a manner agreed upon, notice of the following as soon as possible after it has knowledge of such occurrence and FBMC shall act accordingly within a reasonable period of time after receipt of such information:

(a) Initial list of Direct Bill Participants with all such information deemed necessary by FBMC to perform its obligations under this Appendix, including but not limited to the last known address of the participant. If such list is submitted in a data file format, such file will meet specifications provided by FBMC.

(b) A list of any additional Direct Bill Participants added after the initial list is submitted, including all such information deemed necessary by FBMC. FBMC will establish a standard procedure for exchanging information with the Employer, as agreed by the parties.

(c) Any cancellation provisions for Direct Bill Participants, including the cancellation of specific Direct Bill Participants FBMC will establish a standard procedure for exchanging information with the Employer, as agreed by the parties.

(d) Termination of the Plan(s) as soon as practicable in advance of the actual termination. In no event shall notification hereunder be made less than 14 days prior to termination of the Plan(s).

(e) Submission by a Direct Bill Participant of any premium, communication or declination of Direct Bill coverage. All information regarding such action will be forwarded to FBMC within 5 business days of receipt.

(f) Any pertinent change in coverage issues, such as premium rate changes or changes in carrier information, not less than thirty (30) days prior to such change becoming effective.

12. For retiree services, as agreed upon by the parties in the Agreement, FBMC may perform the following services:

(a) Notify and provide retirees with enrollment materials, notify them of any changes in premium rates, and/or attend annual Benefit Fair to communicate enrollment information to retirees.

(b) Receive and process retiree enrollment forms,

(c) send premium remittance coupons to retirees,

(d) maintain proof of mailing enrollment forms and the initial payment,

(e) provide initial notification to providers of retiree election to continue coverage,

(f) provide ongoing eligibility information to providers,

- (g) notify State Retirement System (if applicable) of retiree election to have premiums deducted from their checks or electronic (ACH) deposits,
- (h) collect, reconcile and post retiree premiums to continuants accounts,
- (i) monitor the timely receipt of elections and contributions,
- (j) perform appeals processing (level 1), and
- (k) remit premiums.

FBMC may perform additional duties as determined and agreed to by the parties.

13. For unpaid leave of absence ("LWOP") services, as agreed upon by the parties, FBMC may perform the following services:

- (a) receive and process LWOP enrollment forms,
- (b) process payroll deduction or create Leave Bills monthly
- (c) send premium remittance coupons to employees,
- (d) maintain proof of mailing enrollment forms and the initial payment,
- (e) provide initial notification to providers of employee LWOP election to continue coverage,
- (f) collect, reconcile and post LWOP premiums to continuants accounts,
- (g) monitor the timely receipt of elections and contributions,
- (h) perform appeals processing (level 1),
- (i) send eligibility information to certain contacts.

As agreed to by the parties, , FBMC will create leave bills monthly for any employee that has gone on leave. FBMC will collect and process leave payments. The Employer is responsible for notifying FBMC as employees go on leave and return from the leave, and providing FBMC with the beginning and ending date(s) of any employer-funded benefits.

14. To the extent agreed upon by the parties, FBMC will produce an active census report and other non-standard reports. Additionally, FBMC will conduct quarterly or monthly reconciliation of internal (control) files. If agreed upon, FBMC may send eligibility reports to insurance carriers, TPAs, and the Employer. Employer is responsible for reviewing the reports submitted by FBMC and notifying FBMC of any errors of which it becomes aware within a reasonable period of time after reviewing them. Additionally, to the extent agreed, FBMC may conduct internal audits or independent audits.

15. If agreed upon by the parties, FBMC will verify coverage and status. Additionally, FBMC may resolve all servicing issues related to the administration of the services, including premium received and remitted, enrollment elections and discrepancies, address changes, etc.

16. FBMC will establish a standard procedure for exchanging information with the Employer, as agreed by the parties in the Agreement. Employer will furnish the information determined to be necessary to satisfy its responsibilities under this Service Appendix in a format, method, and time mutually agreed upon by the parties in the Agreement.

17. In the event of termination, FBMC shall not be responsible for notifying Direct Bill Participants and eligible participants of such termination and the procedure to be followed to retain or obtain Direct Bill coverage. Any premiums that are submitted to FBMC after termination of this Appendix will be promptly forwarded to Direct Bill Participants and eligible participants. All existing funds submitted to FBMC prior to the termination of this Appendix will be distributed as defined in this Appendix.

18. FBMC may provide Benefit Plan consulting services, including but not limited to, discussions regarding Benefit Plan design both initially and for any revisions regarding existing benefits, compliance and communications.

19. To the extent requested, FBMC may distribute its standard Certificate of Creditable Coverage ("Certificate"), in accordance with HIPAA's method of delivery requirements, to each Covered Individual who loses Direct Bill coverage under the applicable Plans as soon as practicable after the loss of coverage. FBMC shall also send the Certificate following a request by a Covered Individual (or formerly Covered Individual) provided that the request is made within 24 months of the date that coverage was lost.

20. Unless provided otherwise, FBMC may provide toll-free bilingual access for the Direct Bill Participants and the Employer's staff, assign an account manager to manage FBMC's contractual responsibilities on a day-to-day basis, and maintain an internet website that contains the Quarterly Review providing legislative updates and information regarding regulations affecting retirees and leaves of absence.

21. To the extent agreed upon by the parties, FBMC may ensure compliance with all pertinent law, regulatory rulings, guidelines, and notices applicable to the administration of the Employer's Plan.

Employer is responsible for all other administrative duties related to the Plan not otherwise set forth above.

EXHIBIT "B"
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
BROWARD COUNTY, FLORIDA
AND
FRINGE BENEFITS MANAGEMENT COMPANY

FRINGE BENEFITS MANAGEMENT COMPANY ("FBMC"), and BROWARD COUNTY ("COUNTY") are parties to an agreement whereby FBMC provides certain services to COUNTY (the "Agreement"). The Agreement, entitled "THIRD PARTY ADMINISTRATION OF FLEXIBLE SPENDING ACCOUNTS AND HEALTH REIMBURSEMENT ACCOUNTS," and which encompasses a contract period from January 1, 2010, up to and including December 31, 2014, addresses the parties' rights and obligations to comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations. Therefore, this business associate agreement is necessary to the Agreement to establish the parties' rights and obligations concerning the use and disclosure of patients' PHI (as defined herein) as defined in 45 CFR Part 164. In addition, the United States Department of Health and Human Services ("HHS") published final medical records privacy, security, and standard transaction regulations under 45 CFR Parts 164, 162, and 160 ("HIPAA Rules" (as defined herein), which require COUNTY and FBMC to enter into a "business associate agreement" to comply with applicable sections of the HIPAA Rules. This business associate agreement is attached to and incorporated within the Agreement as Exhibit "C."

A. FBMC recognizes that in its capacity in providing third party administration of flexible spending accounts and health reimbursement accounts by contracting with COUNTY, FBMC may be considered a Business Associate. In some instances, other business associates of COUNTY may be providing to, or receiving information from, COUNTY and/or FBMC in connection with the services performed under the Agreement.

B. COUNTY and FBMC agree that the following terms constitute a business associate agreement and trading partner agreement ("BA Agreement") for purposes of compliance with the HIPAA Rules relating to PHI and standard transactions. Notwithstanding anything to the contrary set forth in this BA Agreement, the following provisions shall not apply to FBMC or COUNTY until the applicable "Compliance Dates."

TERMS OF THE BUSINESS ASSOCIATE AGREEMENT

1. **Definitions.** Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Agreement or 45 CFR Sections 160.103 and 164.501:

(a) "Compliance Date(s)" shall mean the date established by HHS or the United States Congress for effective date of applicability and enforceability of the HIPAA Rules as amended from time to time.

(b) "Designated Record Set" shall mean a group of records maintained by or for COUNTY that is (i) the medical records and billing records about individuals maintained by or for COUNTY, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for COUNTY to make decisions about individuals.

(c) "Health Plan" or "Plan" shall have the same meaning as the term "Health Plan" in 45 CFR Section 160.103.

(d) "HIPAA Rules" means the collective privacy, transaction and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, as codified at 45 CFR Parts 160, 162 & 164.

(e) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Sections 160.103 and 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

(f) "Member" means the enrollees, subscribers, patients, insureds, employees and/or dependents identified to FBMC under the terms of the Agreement as eligible for the third party administration of flexible spending accounts and health reimbursement accounts provided by FBMC.

(g) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR Sections 160.103 and 164.501, limited to the information created or received by FBMC from or on behalf of COUNTY.

(h) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as they exist now or as they may be amended.

(i) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

(j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(k) "Security Standards" shall mean the Security Standards, 45 CFR Parts 160, 162 and 164 as they exist now or as they may be amended.

(l) "Transactions Standards" shall mean the Standards for Electronic Transactions, 45 CFR Parts 160 and 162, as they exist now or as they may be amended.

2. Confidentiality. FBMC and COUNTY acknowledge and agree as follows:

(a) Except as otherwise limited in this BA Agreement, FBMC may use or disclose PHI to properly provide, manage and administer the services required under the Agreement and consistent with applicable law to assist COUNTY in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by COUNTY. FBMC will take reasonable efforts to limit PHI provided to any third party to the minimum necessary to accomplish the intended use or disclosure. Permitted uses and disclosures include: providing PHI to Members on behalf of COUNTY; providing PHI to Member physicians and pharmacists for payment, treatment, and healthcare operations purposes; performing data aggregation services on behalf of COUNTY as permitted by 42 CFR Subsection 164.504(e)(2)(i)(B); and performing appropriate administrative, management, or legal activities as set forth in the Agreement. FBMC may also remove identifiers from PHI and use or disclose such de-identified information as permitted by law and the Agreement. In addition, FBMC may use or disclose PHI in any other manner consistent with a legally sufficient authorization executed by the Member or other individual who is the subject of such information.

(b) Unless otherwise permitted or required by this BA Agreement or by law, FBMC agrees that it will not disclose PHI received from, or created or received by FBMC on behalf of, COUNTY to any third party unless pursuant to a legally sufficient authorization of the applicable Member or written agreement consistent with state and federal laws that obligates an agent, subcontractor, or business associate to abide by the same restrictions and conditions on uses or disclosure of PHI that are imposed on FBMC under this BA Agreement. COUNTY represents and warrants that it has entered into or will enter into "Business Associate Agreements" with any third parties (e.g. case managers, brokers, or third party administrators) to which COUNTY directs and authorizes FBMC to disclose PHI.

(c) FBMC agrees to notify COUNTY if FBMC has knowledge that PHI has been used or disclosed by FBMC in a manner that violates applicable law.

(d) FBMC agrees to use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI from unauthorized access, alteration, deletion, and transmission, or in any manner that would violate this BA Agreement. FBMC shall provide COUNTY with such information concerning such safeguards as COUNTY may

reasonably request from time to time.

(e) FBMC agrees to mitigate, to the extent practicable, any harmful effect that is known to FBMC of a use or disclosure of PHI by FBMC in violation of this BA Agreement or the Agreement.

(f) FBMC agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by FBMC on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this BA Agreement to FBMC with respect to such information. Such agreement between FBMC and the subject agent or subcontractor shall be memorialized in a Business Associate Agreement.

(g) Within fifteen (15) calendar days of a proper request from COUNTY, FBMC agrees to provide access (upon reasonable notice during FBMC's normal business hours), to PHI in a Designated Record Set (as defined in the HIPAA Rules), to COUNTY, or to a Member, in order to meet the requirements under 45 CFR Section 164.524.

(h) Within sixty (60) calendar days of a proper request from COUNTY, FBMC agrees to make any appropriate amendment(s), to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR Section 164.526 at the request of COUNTY.

(i) FBMC agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by FBMC on behalf of COUNTY, available to COUNTY within five (5) business days from the date of COUNTY's request, or at the request of COUNTY or the Secretary of HHS ("Secretary"), to the Secretary within the time designated by the Secretary, for purposes of the Secretary determining FBMC's compliance with the HIPAA Rules.

(j) Within thirty (30) calendar days of a proper request by ESI, FBMC agrees to document or make available to COUNTY or Members (for a reasonable cost-based fee), such disclosures of PHI and information related to such disclosures necessary to respond to a proper request by the subject Member or COUNTY for an accounting of disclosures of PHI, exclusive of those disclosures for payment, treatment or healthcare operations, in accordance with 45 CFR Section 164.528.

(k) To the extent feasible, upon termination of the Agreement for any reason, FBMC shall return or destroy and retain no copies of all PHI received from, or created or received by FBMC on behalf of COUNTY. If return or destruction of such information is not feasible, FBMC shall continue to limit the use or disclosure of such information as set forth in this BA Agreement as if the Agreement had not been terminated. This provision shall be read in harmony with the section of the Agreement regarding

retention of records for audit and public records purposes, so that the records are retained for whichever retention period is longer.

(l) COUNTY shall not request that FBMC use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a Covered Entity.

(m) Within fifteen (15) business days of a request by COUNTY, FBMC agrees to consider restrictions on the use or disclosure of PHI agreed to by COUNTY on behalf of an individual in accordance with 45 CFR Section 164.522.

(n) The parties acknowledge that the foregoing provisions are designed to comply with the mandates of 45 CFR Part 164 with respect to the protection and privacy of PHI. Should the provisions of 45 CFR Part 164 change or be amended after the date of this BA Agreement, the parties shall engage in negotiations to amend the provisions of this BA Agreement to comply with such changes or amendments. If the parties fail to agree on reasonable amendment(s) to the provisions of this BA Agreement, either party may terminate this BA Agreement upon ninety (90) days written notice.

3. Standard Transactions. The HIPAA Rules provide for certain transaction standards for transfer of data between trading partners. While certain of the standards may or may not be adopted by COUNTY (e.g. for eligibility), FBMC will be prepared to accept the following in accordance with 45 CFR Part 162.1502: ASCX12N 834 - Benefit Enrollment and Maintenance. The parties each hereby agree that it shall not change any definition, data condition or use of a data element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the implementation specifications, or change the meaning or intent of the implementation specification, unless mutually agreed upon in writing pursuant to current HIPAA Rules.

4. Chain of Trust. FBMC and COUNTY agree to protect the integrity and confidentiality of any PHI electronically exchanged between them and other appropriate business associates, if any.

5. Security Standards: To the extent that FBMC creates, receives, maintains, or transmits electronic PHI, FBMC shall:

(a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that FBMC creates, receives, maintains, or transmits on behalf of COUNTY as required by the Security Standards;

(b) ensure that any agent, including a subcontractor, to whom FBMC provides

electronic PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) promptly report to COUNTY any Security Incident, as determined by FBMC, involving PHI of which FBMC becomes aware.

6. **Effect on the Agreement.** Except as this BA Agreement relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties, under the Agreement.

7. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits all parties to comply with the HIPAA Rules.

8. **Effective Date.** Each party will use its reasonable best efforts to work with the other prior to the Compliance Dates to ensure that FBMC and COUNTY comply with all applicable requirements of the law. This BA Agreement shall commence as of the earliest applicable Compliance Date and shall be coterminous with the Agreement. Notwithstanding anything to the contrary set forth herein, the provisions of this BA Agreement shall not apply to FBMC or COUNTY until the applicable Compliance Date.

9. **No Third Party Beneficiaries.** Nothing express or implied in the Agreement or in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

10. **Breach; Termination.**

(a) Without limiting the termination rights of the parties pursuant to the Agreement, upon COUNTY's knowledge of a material breach by FBMC of this BA Agreement, COUNTY shall notify FBMC of such breach and FBMC shall have thirty (30) calendar days to cure such breach. In the event FBMC does not cure the breach, or cure is infeasible, COUNTY shall have the right to immediately terminate this BA Agreement and the Agreement, and COUNTY shall report the violation to the Secretary.

(a) any other provision under the Agreement and pursuant to federal law, each Party agrees that the Agreement may be terminated by the other Party without penalty should the other Party violate a material obligation under this Addendum.

(b) To the extent feasible, upon termination of the Agreement for any reason, FBMC shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by FBMC on behalf of, COUNTY. If return or destruction of such information is not feasible, FBMC shall continue to limit the use or disclosure of such information as set forth in this BA

Agreement as if the Agreement had not been terminated.

11. Indemnification.

(a) FBMC shall indemnify, hold harmless, and at County Attorney's option, defend or pay for an attorney selected by the County to defend COUNTY, its officers, agents, servants, and employees from and against any and all claims, cause of actions, demands, liabilities, damages, costs, losses, and expenses, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any (a) unauthorized use or disclosure of PHI; (b) failure in security measures affecting PHI (after the Security Standard Compliance Date); or (c) other material breach of the terms of this BA Agreement by FBMC or any person or entity under FBMC's control. Indemnification is conditioned upon COUNTY notifying FBMC promptly, in writing, upon learning of any claim for which indemnification may be sought hereunder, and shall tender the defense of such claim to FBMC. FBMC shall not be required to indemnify COUNTY if any claim is settled without FBMC's written consent.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Business Associate Agreement between BROWARD COUNTY and FBMC, on the respective dates under each signature: BROWARD COUNTY through the County Administrator, authorized to execute same by action of the Broward County Board of County Commissioners, on the ____ day of _____, 2009, and FBMC, signing by and through its _____, duly authorized to execute same, on the ____ day of _____, 20__.

COUNTY

BROWARD COUNTY, through its
County Administrator

BY _____

____ day of _____, 2009.

Approved as to form by
Office of the County Attorney
Broward County, Florida
JEFFREY J. NEWTON,
County Attorney
Governmental Center, Suite #423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

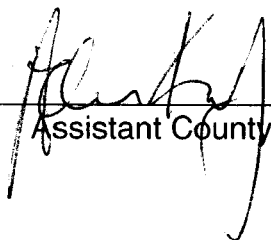
By  _____
Assistant County Attorney

Exhibit C

COBRA/Retiree/FSA/HRA Pricing

| COBRA/Retiree Fees | | | | | |
|---|--|-----------|-----------|-----------|-----------|
| Item | Quote fees as Per Participant Per Month (PPPM) | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Administration Fees - minimum services to include but are not limited to: | \$ - | \$ - | \$ - | \$ - | \$ - |
| Initial Notifications | \$ 4.50 | \$ 4.50 | \$ 4.50 | \$ 4.50 | \$ 4.50 |
| Qualifying Events | \$ 7.50 | \$ 7.50 | \$ 7.50 | \$ 7.50 | \$ 7.50 |
| HIPAA Creditable Coverage Certificates | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| All standard communications (including postage) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Monthly Invoices/collections | \$ 6.00 | \$ 6.00 | \$ 6.00 | \$ 6.00 | \$ 6.00 |
| All Enrollment Processing (Initial & Open Enrollment) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Take over/transition of existing COBRA/Retiree Participants | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| All State & Federal mandated notices and updates | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| All Standard Reporting | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Access to participant and employer Web Services | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Eligibility Reporting to Carriers | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Premium Distribution | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Other (please explain) - FBMC RETAINS 2% COBRA ADMINISTRATION FEES | \$ - | \$ - | \$ - | \$ - | \$ - |
| * Monthly invoice fee of \$6.00 for COBRA/Retiree Services pertains to any participant billings performed on a monthly basis - for those participants who may experience an annual billing (i.e., Annual Retiree Life Billing) - the fee would be an annual \$6.00 fee per participant. | | | | | |
| Flexible Spending Accounts Fees (Medical and/or Dependent Care Accounts) | | | | | |
| Item | Quote fees as Per Participant Per Month (PPPM) | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Administration Fees - minimum services to include but are not limited to: | \$ 4.00 | \$ 4.00 | \$ 4.00 | \$ 4.00 | \$ 4.00 |
| All Enrollment Processing (Initial & Open Enrollment) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| All Standard Reporting | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Participant Statements & Communication (including all Postage) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Claims & Reimbursement Processing | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Plan Documents/Amendments | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Access to participant and employer Web Services | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Annual Non Discrimination Testing | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Debit Card (original) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Other (please explain) | \$ - | \$ - | \$ - | \$ - | \$ - |

| Healthcare Reimbursement Accounts (HRA) | | | | | |
|--|--|-----------|-----------|-----------|-----------|
| Item | Quote fees as Per Participant Per Month (PPPM) | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Administration Fees - minimum services to include but are not limited to: | \$ 4.00 | \$ 4.00 | \$ 4.00 | \$ 4.00 | \$ 4.00 |
| All Enrollment Processing (New Hire & Open Enrollment) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Take over/transition of existing HRA participants | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| All Standard Reporting | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Participant Statements & Communication (including all Postage) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Claims & Reimbursement Processing | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Plan Documents/Amendments | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Access to participant and employer Web Services | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Debit Card (original) | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| Other (please explain) | \$ - | \$ - | \$ - | \$ - | \$ - |

| Administrative Fee for Multiple Product Enrollment (FSA & HRA Combined) | | | | | |
|---|--|---------|---------|---------|---------|
| | Quote fees as Per Participant Per Month (PPPM) | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Administrative Fee that would be applied only to those participants who are enrolled in both an FSA and HRA Account. This fee would not be in addition to the fees above, but would be in lieu of the two separate fees in the pricing above. | \$ 7.50 | \$ 7.50 | \$ 7.50 | \$ 7.50 | \$ 7.50 |

| Any One Time Fees | | | | | |
|--|--|--------|--------|--------|--------|
| | If One Time Fee Only Indicate Amount below (specify what fee covers and list*) | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Implementation/Set Up | \$ - | n/a | n/a | n/a | n/a |
| Other (please explain) TAKE OVER OF EXISTING COBRA PARTICIPANTS, PER PARTICIPANT (ONE TIME CHARGE). DOES NOT APPLY TO RETIREES | NO CHARGE | \$ - | \$ - | \$ - | \$ - |

*Note: FINAL FEES ARE GUARANTEED FOR A 5 YEAR CONTRACT CONTINGENT UPON THE CLOSURE OF HMO WITH FULL MIGRATION TO CDHP/HRA PLAN DESIGN MODEL.

Paula S. Sanchez, Chief Operations Officer
Signature and Title of Officer

7/9/2009
Date

EXHIBIT C – cont’d

**Fringe Benefits Management Company
Broward County Government
2009 Service Level Agreement (SLA)**

| Performance Category | Definition and Measurement Standard | Calculation, Payment And Reporting Frequency | Risk-Sharing | First Quarter | Second Quarter | Third Quarter | Fourth Quarter |
|-----------------------------|--|--|--|---|-----------------------|----------------------|-----------------------|
| Initial Set-Up | System plan design shall be completed 30 days before plan effective date. | Monthly monitoring, first quarter reporting, annual settlement (first quarter only). | Penalty of \$1,000 for failure to perform. | <input type="checkbox"/> In Compliance <input type="checkbox"/> Not in Compliance Response: | | | |
| Implementation | Implementation project plan shall be completed and approved by client no later than 30 days following the contract award date. | Monthly monitoring, first quarter reporting, annual settlement (first quarter only). | Penalty of \$1,000 for failure to perform. | <input type="checkbox"/> In Compliance <input type="checkbox"/> Not in Compliance Response: | | | |

| | | | | | | | |
|---|---|---|---|---|--|--|--|
| <p>Claims Administrative Services</p> | <p>A) Claims payment financial accuracy rate shall be no less than 97%.</p> <p>B) Turnaround time on processable claims shall be no less than 95% authorized within five business days.</p> | <p>Monthly monitoring, first quarter reporting, annual settlement</p> | <p>\$250 Quarterly</p> <p>\$250 Quarterly</p> | <p><input type="checkbox"/> In Compliance</p> <p><input type="checkbox"/> Not in Compliance Response:</p> | | | |
| <p>Data Management</p> | <p>Post contributions to customer accounts within 3 business days of receipt of processable data</p> | <p>Monthly monitoring, first quarter reporting, annual settlement</p> | <p>\$250 Quarterly</p> | <p><input type="checkbox"/> In Compliance</p> <p><input type="checkbox"/> Not in Compliance Response:</p> | | | |
| <p>Network Systems</p> | <p>A) Website availability 99% (not including scheduled downtime).</p> <p>B) IVR and telephone system availability 99% (not including scheduled downtime).</p> | <p>Monthly monitoring, first quarter reporting, annual settlement</p> | <p>\$250 Quarterly</p> | <p><input type="checkbox"/> In Compliance</p> <p><input type="checkbox"/> Not in Compliance Response:</p> | | | |
| <p>Customer Service</p> | <p>A) Average speed of answer 75% of customer calls within 45 seconds</p> <p>B) Abandon rate for customer calls not to exceed 5%.</p> | <p>Monthly monitoring, first quarter reporting, annual settlement</p> | <p>\$250 Quarterly</p> | <p><input type="checkbox"/> In Compliance</p> <p><input type="checkbox"/> Not in Compliance Response:</p> | | | |
| <p>Health Reimbursement Accounts (HRAs)</p> | <p>A) Finish final rollover report and distribute by June 7th.</p> <p>B) Apply dollars by June 15th.</p> <p>C) 100% data accuracy within specified timelines.</p> | <p>Monthly monitoring, first quarter reporting, annual settlement</p> | <p>1% of annualized HRA fees</p> | <p><input type="checkbox"/> In Compliance</p> <p><input type="checkbox"/> Not in Compliance Response:</p> | | | |

| | | | | | | | | |
|---|--|--|--|--|----|----|----|----|
| Continuation of Benefits Posting Payments | 98% of payments will be posted in three business days. | Monthly monitoring, first quarter reporting, annual settlement | Penalty of \$500 for each percent less than 98% | <input type="checkbox"/> In Compliance <input type="checkbox"/> Not in Compliance Response: | | | | |
| Continuation of Benefits Terminations and Changes Notification | 100% of all Cobra notices will be mailed out within five business days from the date that they are notified of a qualifying Cobra event experience by the family members of a Cobra participant. | Monthly monitoring, first quarter reporting, annual settlement | Penalty of \$100 per notice for any notice sent after five days. | <input type="checkbox"/> In Compliance <input type="checkbox"/> Not in Compliance Response: | | | | |
| Total Penalty Incurred: | | | | | \$ | \$ | \$ | \$ |

Annual aggregate cap for all penalties not to exceed ten percent of the total annual administrative fees.

Exhibit D

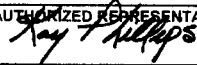
| | | | |
|--|---|---------------------|-------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | OP ID KP FRING-1 | DATE (MM/DD/YYYY) 11/05/09 |
| PRODUCER Rogers, Gunter, Vaughn Insurance, Inc. 1117 Thomasville Rd. Tallahassee FL 32303 Phone: 850-386-1111 Fax: 850-385-9827 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | |
| INSURED Fringe Benefits Management Co Holly Hance PO Box 1878 Tallahassee FL 32302-1878 | INSURERS AFFORDING COVERAGE | NAIC # | |
| | INSURER A: Travelers Indemnity Co | 24775 | |
| | INSURER B: Zurich American Insurance | | |
| | INSURER C: Westchester Fire Insurance Com | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------------|---|---------------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | I6809262H957COF09 | 10/30/09 | 10/30/10 | EACH OCCURRENCE \$ 2000000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000 |
| A | AUTOMOBILE LIABILITY | BA7860H50709SEL | 10/30/09 | 10/30/10 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | GARAGE LIABILITY | | | | |
| | ANY AUTO | | | | |
| A | EXCESS/UMBRELLA LIABILITY | ISMCUP2121Y174IND09 | 10/30/09 | 10/30/10 | EACH OCCURRENCE \$ 6000000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 5000 | | | | AGGREGATE \$ 6000000 \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | IVYANUB2278Y48A09 | 10/30/09 | 10/30/10 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| B | Empl Dishonesty | FID904442404 | 10/30/09 | 10/30/10 | \$ 4,000,000 |
| C | Professional Liab | G24096749001 | 10/30/09 | 10/30/10 | 5,000,000 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Broward County Government is included as additional insured for General Liability. *30 day notice of cancellation except for 10 days for nonpayment of premium.

| | |
|--|---|
| CERTIFICATE HOLDER Broward County Government Div of Human Resources Broward Co Employee Benefits S 115 S Andrews Ave Room 514 Ft Lauderdale FL 33301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|--|---|

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.