

CS-22-072

**BOCC CONTRACT APPROVAL FORM**  
(Request for Contract Preparation)

CONTRACT TRACKING NO.  
CM3291

**GENERAL INFORMATION**

Requesting Department: Human Resources

Contact Person: Tina Keiter / Ashley Metz

Telephone: (904) 530-6075 Fax: (904) 321-5797 Email: tkeiter@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: PayFlex Systems USA, Inc.

Address: 4630 Woodlands Corporate Blvd, Tampa FL 33614  
City State Zip

Contractor's Administrator Name: Kimberly Howe Title: Sr. Account Executive

Telephone: (904) 238-7822 Fax: ( ) Email: howek@aetna.com

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)**

Authorized Signatory Name: Carolyn G. Arabolos

Authorized Signatory Email: howek@aetna.com

**CONTRACT INFORMATION**

Contract Name: Health Reimbursement Account (HRA) Pre-Funding Agreement

Description: Health Reimbursement Account Funding Services  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: Est. at \$400,000 – Up to \$500 per ee enrolled in certain health plans  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: 01122513 - 523030

Authorized Signatory: Jeff Gray – BOCC Chairman Various Funding Sources

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC**

Contract Dates: From: 01/01/2023 Execution to: 12/31/2023 Termination/Cancellation: \_\_\_\_\_

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other Aetna Partner

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. *Ashley Metz* 12/9/2022  
 Department Head/Contract Manager Date  
 Ashley D. Metz
2. *Lanaee Gilmore* 12/14/2022  
 Procurement / Lanaee Gilmore Date *JP* 12/9/2022
3. *Chris Lacambra* 12/9/2022  
 Office of Mgmt & Budget / Chris Lacambra Date
4. *Denise C. May* 12/15/2022 *DM* 12/15/2022  
 County Attorney / Denise May Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5.  12/16/2022  
 County Manager / Taco E. Pope Date



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**Pre-Funding Agreement of HRA Plan with Ongoing Weekly Funding**

Nassau County Board of County Commissioners ("Client") has agreed to establish a payroll deduction for Client's HRA Plan. This includes HRAs established pursuant to Section 125 of the Internal Revenue Code. The parties have executed an HRA Service Agreement dated 01/01/2023 whereas PayFlex Systems USA, Inc. ("PayFlex") will serve as third party administrator for Client's HRA Plan.

Under the terms and conditions of this Pre-Funding Agreement, Client agrees to prefund the HRA Plan. This means Client will transfer funds from their own general assets to PayFlex in an amount equivalent to **five percent (5%)** of the 2023 Total Annual Elections. Client will make this initial deposit on or before December 29, 2022. This is before any payroll deductions start for Client's HRA Plan administered by PayFlex. PayFlex will use the funds to reimburse claims for Client's HRA participants. PayFlex will retain this prefund amount for subsequent plan years. Annually, PayFlex will evaluate the client's prefunding amount based on total annual elections and funding activity. PayFlex reserves the right to request additional prefunding in the event of an increase in HRA participation. The additional prefunding amount will be calculated using the difference between the prior total annual elections and the current annual elections. The difference will be multiplied by five percent (5%) to determine client's additional prefunding amount. Should there be a decrease in HRA participation, PayFlex will return the difference in prefunding based on total annual elections.

On a weekly basis, PayFlex will report to Client the amount of HRA claims processed and paid the previous week. Client will transfer money to PayFlex for these claims payments. Client will do this through an Automated Clearing House (ACH) payment. This arrangement will restore the prefunding amount for ongoing claims payments, with the intent of minimizing or avoiding held claims. Held claims may occur if the HRA Plan goes into a negative status. This would result from the total claims for the week being greater than the prefund amount. Client can make an off-cycle ACH payment to PayFlex to allow the claims to release to impacted participants. If Client does not make an off-cycle payment, the held claims will release once the weekly payment is received and the prefund amount restored.

This Pre-Funding Agreement represents the agreement of the parties regarding pre-funding as described herein; all provisions of the HRA Agreement remain in full force. Where there is a conflict between the terms and conditions of this Pre-Funding Agreement and the HRA Service Agreement the terms and conditions of the Pre-Funding Agreement shall apply.

PayFlex hereby agrees to return the prefund amount to Client, minus of any claims paid against that amount, at the end of its term as administrator of Client's HRA Plan.

Client must send the initial deposit and weekly payments to the following PayFlex bank account:

Bank Name:	American National Bank
Address:	8990 West Dodge Road Omaha, NE 68114
ABA Number:	104000854
Account Number:	5127459
Account Name:	PayFlex Custodial Claims

By signing this document, both parties agree to the terms described above.

**PayFlex Systems USA, Inc.**

**Nassau County Board of CC**

\_\_\_\_\_  
*Signature*  
 Carolyn G Arabolos  
 \_\_\_\_\_  
*Name*  
 Chief Operating Officer  
 \_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*  
 Jeff Gray  
 \_\_\_\_\_  
*Name*  
 Nassau County BOCC Chairman  
 \_\_\_\_\_  
*Title*



CM3291

12/8/22  
Date

December 21, 2022  
Date

