

AMENDMENT TO SERVICE AGREEMENT

This Amendment to the Agreement between Benefit Resources, Inc. (“Company”) and Tulsa County (“Client”) (each, “Party”, or collectively, “Parties”) is effective January 1, 2022.

WHEREAS, the Parties have entered into the Agreement to provide for the administration of Client’s Flexible Benefit Plan (“Plan”).

WHEREAS Client desires to use BRI debit card (“Card”) as part of such Plan’s administration.

WHEREAS the Parties desire to amend the Agreement to facilitate the use of the Card in connection with the Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree that the Card will be used in Client’s Plan. Each Plan participant (“Participant”) will receive one (1) Card, a card carrier, and a cardholder agreement. An education and transactional web site will be established and maintained for use by Client and Participants.
2. Funding. Client will provide all necessary and sufficient funding in connection with its Plan to meet the requirements of the bank that issues Card (“Bank”).
 - a. Client is responsible for providing funds for all payments made by means of the Card on behalf of Participants and all cardholder fees.
 - b. Client will provide funds to an account at Bank designated by Company (“Company Account”) in an amount sufficient to satisfy the requirements of Bank. Company will provide Client with the details of these requirements and will provide Client with timely notice of any changes to these requirements. These funds are not intended to be ERISA plan assets.
 - c. Each business week, Company will initiate transfer from the Client to the Company Account at Bank of the amount of funds, if any, that has been withdrawn from the Company Account in connection with transactions relating to the Plan. Company will transfer this amount using a method agreed upon by Company and Client.
 - d. If any amount required to be transferred pursuant to Section 2.c. above has not been received by Bank within two (2) business days of the required initiation of transfer pursuant to Section 2.c., payments under the Card may be immediately suspended until the required amounts are provided. Alegeus may also elect to terminate Card services.
3. Participant Education. Client will provide Participants with informational materials provided by Company to educate them as to the use of the Card. Client will provide Participants with timely notice of any annual cardholder fees charged in connection with their Plan.

4. License to Alegeus Materials. The Parties acknowledge that Alegeus has granted Client a limited, non-exclusive, non-sublicenseable, non-transferable, royalty-free license to use and reproduce any manuals, documents, documentation, training materials and marketing materials (whether standard or customized) provided by Alegeus to Client (“Alegeus Materials”), solely in connection with Client’s use of the Card in administering its Plan and in fulfilling its obligations under this Agreement. Client agrees not to disclose Alegeus Materials to any third parties or use it for purposes other than those contained in this Agreement without the written consent of Alegeus.

5. Deactivation of Cards. Client acknowledges that the Cards may be deactivated upon occurrence of the following events:
 - a. Client fails to provide funds for Card payments according to the terms of Section 2, above.

 - b. Cards of individual Participants may be deactivated if they use the Card to pay for goods or services which are non-qualified under the Plan.

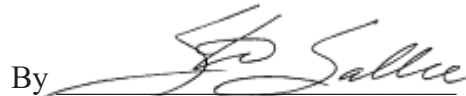
AGREED by the Parties through their duly authorized representatives as of the date indicated above.

Benefit Resources, Inc.

Tulsa County



By _____
 Title: Vice-President



By _____
 Title: Stan Sallee, Chairman, Board of County Commissioners of the County of Tulsa

Approved as to form:

James G. Rea Digitally signed by James G. Rea
 Date: 2021.10.12 12:12:34 -05'00'

Assistant District Attorney

Attest:  
 Michael Willis, County Clerk

PRICING

\$5.00 charge for a lost or stolen debit card which is deducted from the FSA participant account.