

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – July 30, 2020

DEPARTMENT/SCHOOL INITIATED AGREEMENT

**20-639-A-KR-A1 Affordable Care Reporting,
Tracking and Management**

| | |
|---|---|
| <input type="checkbox"/> (BW) Bids Waived | <input checked="" type="checkbox"/> (A) Agreement |
|---|---|

REQUESTOR: Employee Benefits & Risk Management

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Amendment

| VENDOR NAME | AMOUNT AWARDED | REQUIRED PRODUCTS/SERVICES |
|------------------|----------------|---|
| TALX Corporation | Variable | Affordable Care Reporting, Tracking and Management |
| Total | Variable | |

| | | |
|---|---------------------------------|----------|
| <input checked="" type="checkbox"/> Contract Renewal | New Contract Amount | Variable |
| <input type="checkbox"/> Recurring Contract | Previous Contract Amount | Variable |
| <input type="checkbox"/> New Contract | Variance | N/A |

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

The Internal Revenue Service requires employers with 50 or more full-time employees in the preceding calendar year to transmit their compliance with the Affordable Care Act monthly as well as provide all employees with form 1095 C for their annual IRS filing. The district is subject to fines if it fails to provide proper reporting or if it fails to provide affordable health insurance as outlined in the Affordable Care Act. The contract for software accounting with Equifax dba as TALX Corporation complies with IRS requirements. To date the district has been in compliance with the Affordable Care Act by using this software system to track and report the district's and employee's compliance with the act since its inception. The attached amendment extends the terms of the existing agreement and adds necessary terms and conditions.

The standard amendment template has been used but modifications were approved by Legal Services on June 9, 2020.

CONTRACT TERM:

The initial contract term commenced July 31, 2015 and shall continue until July 31, 2023 with one optional two-year renewal.

RECOMMENDATION:

It is the recommendation of Dr. Beth Thedy, Deputy Superintendent/Chief Human Resources Officer and Mark Langdorf, Director of Employee Benefits and Risk Management to approve the attached amendment with TALX Corporation.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012



Agreement #: 20-639-A-KR

**Amendment 1
To UNIVERSAL SERVICE Agreement Between
The School Board of Brevard County, Florida
and
TALX Corporation**

**With an Effective Date of July 1, 2015 For Affordable Care Reporting, Tracking and Management
Agreement # 20-639-A-KR**

THIS AMENDMENT (hereinafter referred to as “Amendment”) to the agreement identified above (referred to as the “Agreement”) by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as “BPS”) and TALX Corporation whose business address is 11432 Lackland Road, St. Louis, MO 63146, (hereinafter referred to as “Contractor” or “EWS”), is made as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

WHEREAS, BPS and Contractor wish to amend the Agreement to modify the terms through this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Coincide and extend the terms of the following services through July 31, 2023 with one optional two-year renewal;
 - A. Schedule A - ACA Management Platform with an Effective Date of July 31, 2015
 - B. Schedule A – ACA Tax Form Service with an Effective Date of September 1, 2016
 - C. Schedule A - Employment Verifications with an Effective Date of July 31, 2015

2. Add the following sections to the agreement:
 - A. E-VERIFY.** Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

 - B. TERMINATION BY BPS**
In the event there is a change to the PPACA and Internal Revenue Code Section 4980H or any applicable law, regulation or agency guidance impacting or otherwise relating to the PPACA and Internal Revenue Code Section 4980H that both parties reasonably agree render the services unnecessary, BPS may terminate this Schedule by giving one hundred eighty (180) days prior written notice to EWS, provided that BPS may only exercise such

termination rights after the first anniversary of the Effective Date hereof. Contractor will not incur or expect payment of any additional fees beyond the effective date of the statutory changes negating the necessity of the contract or beyond the 180 days from the notice, whichever is shorter, unless approved by BPS in writing before Contractor incurs the fees.

C. **AVAILABILITY OF FUNDS.** The obligations of BPS under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and BPS.

D. **PUBLIC RECORDS.**

1.1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**

1.2. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all public records in the possession of Contractor, and not in the possession of BPS, upon a request for such public records, unless prohibited from doing so by applicable law. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

1.3. A request to inspect or copy public records relating to BPS's contract for services must be made directly to BPS's Custodian of Public Records. If BPS does not possess the requested records, BPS's Custodian of Public Records shall immediately notify Contractor of the request. Contractor must provide a copy of the records to BPS or allow the records to be inspected or copied, unless prohibited from doing so by applicable law, within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If Contractor does not timely comply with BPS's reasonable request for records, BPS shall be able to sue for breach of contract.

1.4. Unless prohibited by applicable law, should Contractor fail to provide the requested public records to BPS within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.

1.5. Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Contractor does not transfer the records to BPS. Upon

completion, expiration, or termination of this Agreement, Contractor shall delete, destroy or otherwise render inaccessible, at no cost to BPS, all public records in its possession or keep and maintain public records required by BPS to perform the services. Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion, expiration, or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records and provide requested records to BPS pursuant to the requirements of this Article. All public records stored electronically must be provided to BPS in a format that is compatible with the information technology systems of BPS.

- 3. The above recitals are true and correct and are hereby incorporated by reference.
- 4. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

IN WITNESS WHEREOF, BPS has made and executed this Amendment and Contractor has made and executed this Amendment on the day and year below written.

TALX CORPORATION provider of Equifax Workforce Solutions

By: _____ DocuSigned by:
Russell McAllister _____ Date: 6/29/2020 | 06:17:20 PDT
8C096087D816445...
 Authorized Representative Signature

Print Name: Russell McAllister

Title: Vice President of National Accounts

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
 Misty Belford, Board Chairperson

| YEAR | FND | CNTR | PROJECT | FUNC | OBJT | PRG | S | AMOUNT |
|------|-----|------|---------|------|------|-----|---|--------|
| | | | | | | | | |

Send required insurance certificates to the Purchasing Department.
 New Vendors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: John Bennett
 Email Address: john.bennett@equifax.com
 Phone Number: (314) 596-6036