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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: ACA Administrative Services

Requested Action and Justification:

Requesting approval to utilize the third of four, one-year renewals with Worxtime, LLC for the ACA Administrative Services. Period of service is from May 1, 2026 through April 30, 2027. Total award for this period will be $88,504.00 which includes a 3% increase in the rates. Total not to exceed maximum indebtedness is $337,008.00.

To be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Worxtime, LLC	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	11/14/2022

POA #:	70226-23	**PO #:**	N/A	**Change Order #:**	n/a
Solicitation #:	PDS P-48 22	**Contract #:**	70226-23	**Contract ADM #:**	4
Term:	1 year	**Options:**	4, 1-year	**Options Used:**	2

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	N/A	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	56201	**Center:**	131103	**Acct:**	531090	**Proj:**	000000	**Activity:**	00000000	$ 88,504.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 337,008.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	ESCB:COMPENSATION AND BENEFITS		
Concurrence:	Signed by: Dionna, Mary 2B772C851F824A8...	**Title:**	CHIEF OF COMPENSATION AND BENEFITS 1/28/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Wallace Cohen, Olive 4547B2180AE148...	**Chief of Procurement:**	Signed by: 2/3/2026 B10F1D51735245 6...
Name:	Wallace Cohen, Olive	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Worxtime
11432 Lackland Road
St. Louis, MO 63146

Phone: (800) 374-9507 | clientservices@worxtime.com

worxtime
An Equifax Company

January 15, 2026

Mary DiPerna
Manager, Employee Benefits Human Resources Division
City of Jacksonville
117 West Duval Street, Suite 150
Jacksonville, Florida 32202

RE: Renewal of Worxtime, LLC (Equifax) ACA Administrative Services Contract May 1, 2026 through April 30, 2027

Dear Mary,

Worxtime LLC is pleased to offer for renewal, our ACA Administrative Services contract with the City of Jacksonville as proposed through RFP P-48-22.

With the exception of terms and conditions agreed to by the parties and contained in an Amendment, specifically the addition of the Limitation of Liability and data transfer terms, all of the terms and conditions of the contract will remain the same as presented in our initial RFP proposal. The financial arrangements for this year's renewal are as follows:

Per Employee Per Month	$0.426
Per 1095C form creation*	$1.879

**If 1095-C requires Printing & Mailing, postage and shipping will be included and not subject to additional fees*

We are pleased to provide our professional services to the City of Jacksonville and look forward to continuing our relationship.

Sincerely,

By: _____

Name: _____

Title: _____

Date: _____

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THIRD AMENDMENT TO CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
WORXTIME LLC
FOR
ACA ADMINISTRATIVE SERVICES

THIS THIRD AMENDMENT to Contract for ACA Administrative Services is made and entered into this 10th day of November, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **WORXTIME, LLC**, a Georgia limited liability company and a wholly owned subsidiary of **EQUIFAX WORKFORCE SOLUTIONS LLC**, with an office at 11432 Lackland Road, St. Louis, Missouri 63146 (the "Contractor" or "Worxtime").

WHEREAS, on May 30, 2023, City and Contractor made and entered into City of Jacksonville Contract No. 70226-23 (the "Contract"); and

WHEREAS, said Contract has been amended twice previously; and

WHEREAS, said Contract should be amended further by increasing funding for the period ending April 30, 2026, by $8,504.00 to a new payment amount of $88,504.00, thereby increasing the maximum indebtedness by $8,504.00 to a new total maximum indebtedness not to exceed $248,504.00, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 3 of said Contract is amended by increasing funding for the period ending April 30, 2026, by $8,504.00 to a new payment amount of $88,504.00, thereby increasing the maximum indebtedness by $8,504.00 to a new total maximum indebtedness not to exceed $248,504.00, and as amended shall read as follows:

3. **"Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the period of

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service shall be a fixed monetary amount not to exceed TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED FOUR AND 00/100 DOLLARS ($248,504.00)."

4. **Performance of Services**. Contractor shall perform the Services as specified in the Amendment to the Contract for ACA Administrative Services Agreement, a copy of which is attached to this Contract as **Exhibit E.**

SAVE AND EXCEPT as expressly amended in and by this amendment, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By
Donna Deegan
Mayor
Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

WITNESS:

By Russell McAllister (Nov 3, 2025 11:08:37 EST)
Signature

Russell McAllister
Type/Print Name

VP, Enterprise Accounts
Title

WORXTIME LLC

By Amara Meyer (Nov 3, 2025 10:07:36 CST)
Signature

Amara Meyer
Type/Print Name

VP, National Accounts
Title

Form Approved:

James R. McCain, Jr.
Office of General Counsel

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
56201.131103.531090.00000000.00000.0000000	$8,504.00

Maximum Indebtedness: …… $248,504.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Anna Uzropch

Director of Finance
City Contract No. 70226-23, 3rd Amendment

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Exhibit E

AMENDMENT TO THE CONTRACT FOR ACA ADMINISTRATIVE SERVICES AGREEMENT

This Amendment ("**Amendment**") is by and between Equifax Workforce Solutions LLC ("**EWS**") and City of Jacksonville ("**Client**"), and is effective as of 10/01/25 ("**Amendment Effective Date**"). This Amendment is entered into with the express agreement that except as addressed herein, all terms, conditions and stipulations contained in the Contract for ACA Administrative Services Agreement between EWS and Client, with an Effective Date of **05/30/23**, (the "**Agreement**") shall remain in full force and effect and without any change or modification whatsoever. For the purposes of this Amendment, all capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

WHEREAS, the parties desire to amend their Agreement, as set forth herein and hereby reaffirm and ratify each of the terms and conditions in the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

Amendment to Agreement dated 05/30/23

1. **Schedule A, Exhibit 1 – Fees – the following shall be added to and/or replace, any existing contradictory terms:**

Service	Elected	Standard Fees	Billing Type / Frequency
Tax Form Management (TFM) Platform	Yes	**$8504 per Agreement Year**	**Annually; beginning thirty (30) days after the Effective Date**
Form 1095 Print Distribution	Yes	**Shipping and postage at cost**	**Monthly; as applicable**
Call Center (only available if TFM is elected)	No	**$0 per Agreement Year**	**Annually; beginning thirty (30) days after the Effective Date**

2. **Schedule B, Service Description Overview – the following shall be added to and/or replace, any existing contradictory terms:**

Optional - Tax Form Management Service

Description:

Tax Form Management Service is an annual service ("TFM Service") that allows EWS to configure the TFM Service for the production and distribution of US Tax Form 1095-C (the "Tax Form").

Service Delivery Tasks performed by EWS:

1. Provide Client with access to a self-service online tool that captures Client's requirements, Service options, mailing and shipping instructions, change management, and the selected test and production run schedules.
2. Configure TFM Service per the Configuration Management Tool.
3. Configure TFM Service to import and process files containing test Tax Form data.
4. Provide Client with Tax Form proof / validation reports during the testing cycle.
5. Configure TFM Service to import and process files containing production Tax Form data.
6. Provide Client with a maximum of one (1) Tax Form proof / validation report during the original production cycle.

EWS will perform the following tasks in the distribution of the Tax Form to employees:

1. EWS will only produce Tax Forms for those employees that are required to receive a Tax Form per the legislation.
2. EWS will make completed Tax Forms available via a secure website to all Employees. EWS will notify Client when completed forms are available.
3. EWS will make completed Tax Forms for the current tax year available through December 31. After this date, Employees will be able to request a prior year's Tax Form by website.
   - EWS will record all requests for an additional copy of the Tax Form (a "Reissue") in an audit log.
   - Reissues will be provided to Employee via secure website, fax, or US Post Office (USPS) mail, as requested by Employee. Client must purchase the Tax Form 1095-C Print Distribution Service in order for Employees to receive Reissues by USPS mail.
   - EWS will allow Employees who have consented to electronic delivery, to download, through the TFM Service, an unlimited number of copies of their current-year Tax Form 1095-C through December 31 of the current year.
   - For Employees who have not consented to electronic delivery, the Employee shall be required to pay the Employee Reissue Fees stated in Exhibit 1 for each Reissue requested through the TFM Service.

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- If available, EWS will include coupons from third-party tax preparation software products and service providers on the 1095-C. If the coupon is unavailable or Client elects to remove the coupon, EWS will charge Client an additional $0.14 per form.

Optional- ACA Tax Form 1095-C Print Distribution Service

Description
The ACA Tax Form 1095-C Distribution Service is designed to print and mail U.S. Tax Form 1095-C for Clients' required individuals, based on Data provided by Client.

Service Delivery Tasks
Clients must approve 1095-C forms by established deadlines, for on-time delivery of forms to employee's mailing address. Forms will be mailed to the address provided as part of the Data importation.

EWS will perform the following tasks in the delivery of this service:

1. Print Tax Forms on paper that meets federal regulations and those of the United States Postal Service ("USPS")
2. Print Tax Forms in a format that meets the requirements of the Internal Revenue Service.
3. Print text on Tax Forms at laser printer quality or better
4. Mail printed Tax Forms directly to individuals at the location specified in the Client-provided Tax Form data files

Optional - Tax Form 1095-C Call Center Support Service

Description

The Tax Form 1095-C Call Center Support Service (the "Call Center Service") will assist Client's Employees with resetting their Personal Identification Number ("PIN") codes used to access the TFM Service. Additionally, upon request by an Employee, the Call Center Service will generate an additional copy of an Employee's Tax Form in accordance with the functionality of the Tax Form 1095-C Distribution Service.

Service Delivery Tasks
EWS will perform the following tasks in delivering the Call Center Service:

1. EWS will operate the Call Center Service between the hours of 7:00 AM through 8:00 PM, Central Time, Monday through Friday, excluding EWS holidays.
2. Upon Employee's request, generate an additional copy of the Employee's tax form. Tax Forms will only be generated once the Employee's identity has been validated by EWS.
3. The scope of questions to be answered about 1095-C include, but are not limited to, the following:
    a. What is Form 1095?
    b. What do I do with this form?
    c. What does indicator code XYZ mean?
    d. Why did I get more than one 1095?
    e. Why didn't I receive a 1095 from my employer?
    f. Why did I receive a 1095-A form?
    g. Why did I receive a 1095-B form?
4. Any other questions will be redirected to Client.

Client Purchase Orders If the use of a Purchase Order ("PO") or similar ordering document is required by Client, the following information must be provided as part of the Agreement. Failure to include this information reflects Client's agreement that a PO shall not be required by Client. Client shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control.

Number (or similar)	
Amount *es not limit or otherwise impact any minimum ordering obligations or purchase commitments specified*	timeframe

Contact	
me:	

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in the Agreement)		
Effective Dates *es not impact the Effective Date(s) or Term(s) specified in the Agreement)*	*m:*	

one:	
ail:	

Miscellaneous; Other Terms. Neither this Amendment nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties authorized representatives hereto.

Effect of Amendment; Entire Agreement. This Amendment together with the parties Agreement (and any attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the Agreement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. All prior negotiations, discussions and understandings between the parties are fully merged into the Agreement and amendments thereto. In the event of a conflict between the terms and conditions hereof, and the terms and conditions of the Agreement, the specific terms and conditions set forth in the Amendment shall govern.

This Amendment is accepted and agreed to by the following authorized representatives of the parties and each person signing below represents that they have the necessary authority to bind the principal set forth below.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Amendment Effective Date above.

City of Jacksonville

By: _____

Name: Donna Deegan

Title: Mayor

Equifax Workforce Solutions LLC

By: _____
Amara Meyer (Nov 3, 2025 10:07:36 CST)

Name: Amara Meyer

Title: VP, National Accounts

ATTEST:

James R. McCain Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

By: James R. McCain Jr.
Office of General Counsel

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FIRST AMENDMENT TO CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
WORXTIME, LLC
FOR
ACA ADMINISTRATIVE SERVICES

THIS FIRST AMENDMENT to Contract for ACA Administrative Services is made and entered into this 18 day of April, 2024, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **WORXTIME, LLC**, a Georgia limited liability company and a wholly owned subsidiary of **EQUIFAX WORKFORCE SOLUTIONS LLC**, with an office at 11432 Lackland Road, St. Louis, Missouri 63146 (the "Contractor" or "Worxtime").

WHEREAS, on May 30, 2023, City and Contractor made and entered into City of Jacksonville Contract No. 70226-23 (the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by increasing the maximum indebtedness by $80,000.00 to a new total maximum indebtedness of $160,000.00, by exercising the first of four (4) renewal options, thereby extending the period of service from May 1, 2024, through April 30, 2025, with three (3) renewal options remaining, and by increasing rates by three percent (3%) as set forth in the new Rate Schedule, attached hereto as **Exhibit C** and incorporated herein by this reference, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 3 of said Contract is amended by increasing the maximum indebtedness by $80,000.00 to a new total maximum indebtedness of $160,000.00, and as amended shall read as follows:

"3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the period of service

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shall be a fixed monetary amount not to exceed ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS ($160,000.00)."

3. Section 4 of said Contract is amended by exercising the first of four (4) renewal options, thereby extending the period of service from May 1, 2024, through April 30, 2025, with three (3) renewal options remaining, and as amended shall read as follows:

"4. **Term and Termination.** The period of service of this Contract shall commence on May 1, 2023, and continue through April 30, 2025, with three (3) one-year renewal options upon mutual agreement of the parties. Either party may terminate this Contract if the other party has materially breached the Contract, provided that the party claiming breach must give the other party at least thirty (30) days' prior written notice in which to cure the breach before terminating this Contract. Notwithstanding anything to the contrary, this Contract may not be terminated for convenience."

3. Add to and incorporate into said Contract **Exhibit C**.

SAVE AND EXCEPT as expressly amended in and by this amendment, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan
Mayor
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

By Jeffrey Wagner
Jeffrey Wagner (Apr 8, 2024 07:42 CDT)
Signature

Jeffrey Wagner
Type/Print Name

VP Business Development
Title

WORXTIME LLC

By Russell McAllister
Russell McAllister (Apr 4, 2024 16:24 EDT)
Signature

Russell McAllister
Type/Print Name

VP, National Accounts
Title

Form Approved:

_____
Office of General Counsel

GC-#1619642-v1-Worxtime_70226-23_Amd#1_ACA_Admin_Svcs.docx

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Encumbrance and funding information for internal City use:

Account: 56201.131103.531090.00000000.00000.0000000
Amount: $80,000.00

Maximum Indebtedness: $160,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Anna Rosch

Director of Finance
City Contract No. 70226-23, 1st Amendment

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Worxtime
11432 Lackland Road
St. Louis, MO 63146

Phone: (800) 374-9507 | clientservices@worxtime.com

worxtime
An Equifax Company

February 7, 2024

Mary DiPerna
Manager, Employee Benefits Human Resources Division
City of Jacksonville
117 West Duval Street, Suite 150
Jacksonville, Florida 32202

RE: Renewal of Worxtime, LLC (Equifax) ACA Administrative Services Contract May 1, 2024 through April 30, 2025

Dear Mary,

Worxtime LLC is pleased to offer for renewal, our ACA Administrative Services contract with the City of Jacksonville as proposed through RFP P-48-22.

With the exception of terms and conditions agreed to by the parties and contained in an Amendment, specifically the additional of the Limitation of Liability and data transfer terms, all of the terms and conditions of the contract will remain the same as presented in our initial RFP proposal. The financial arrangements for this year's renewal are as follows:

Per Employee Per Month	$0.40
Per 1095C form mailed	$1.77

We are pleased to provide our professional services to the City of Jacksonville and look forward to continuing our relationship.

Sincerely,

By: Russell McAllister
Russell McAllister (Feb 8, 2024 13:27 CST)

Name: Russell McAllister

Title: VP, National Accounts

Date: 02/08/2024

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City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

A NEW DAY.

February 22, 2024

The Honorable Donna Deegan, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Deegan:

Ref: P-48-22 ACA Administrative Services (Amendment No. 1)
Employee Services Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 70226-23 between the City of Jacksonville and Worxtime, LLC for ACA Administrative Services be amended to exercise the first renewal option to extend the period of service from May 1, 2024, thru April 30, 2025, with three (3) renewal options remaining, and increase the maximum indebtedness by $80,000.00 to a new not-to-exceed amount of $160,000.00. All other terms and conditions shall remain the same.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

FOR: Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Donna Deegan, Mayor

This 26th day of February, 2024

DF: ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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Contract Purchase Agreement POA-70226-23 Change Order 1

Agreement	POA-70226-23
Agreement Date	28-JUN-2023
Change Order	1
Change Order Date	28-FEB-2024
Revision	1
Agreement Amount	160,000.00 USD
Solicitation Number	P-48-22

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Worxtime, LLC
DBA Talx Corporation
360 B Quality Circle, Suite 220
HUNTSVILLE, ALABAMA 35806

Notes C/O to exercise 1st ro & increase max. Bal prior to increase $80,000. - Amd#1

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
22664	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
30-Apr-2023	29-Apr-2025		Alexzandria Baker abaker@coj.netPhone 904-2558830	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

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City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

A NEW DAY.

February 22, 2024

The Honorable Donna Deegan, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Deegan:

Ref: P-48-22 ACA Administrative Services (Amendment No. 1)
Employee Services Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 70226-23 between the City of Jacksonville and Worxtime, LLC for ACA Administrative Services be amended to exercise the first renewal option to extend the period of service from May 1, 2024, thru April 30, 2025, with three (3) renewal options remaining, and increase the maximum indebtedness by $80,000.00 to a new not-to-exceed amount of $160,000.00. All other terms and conditions shall remain the same.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

FOR: Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Donna Deegan, Mayor

This 26th day of February, 2024

DF: ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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City of Jacksonville, Florida

Donna Deegan, Mayor

Employee Services Department
City Hall, 117 West Duval St., Suite 150
Jacksonville, Florida 32202

A NEW DAY.

MEMORANDUM

TO: Dustin Freeman, Chairperson
Professional Services Evaluation Committee

FROM: Mary Diperna, Division Chief, Employee Benefits
Carolina Teran-Oceguera, Manager, Employee Benefits

CTO 2/13/2024

SUBJECT: P48-22 ACA Administrative Services
Amendment #1

DATE: February 13, 2024

This is to recommend that the City approve the first amendment to the contract with Worxtime. The contract shall be for a one-year period effective May 1, 2024 through April 30, 2025; rates will increase by 3% and the total indebtedness for May 2024-April 2025 shall not exceed $80,000; the maximum indebtedness shall not exceed $160,000.

All other terms and conditions shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

Thanks.

Attachment: Letter of Renewal 2024

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Worxtime
11432 Lackland Road
St. Louis, MO 63146

Phone: (800) 374-9507 | clientservices@worxtime.com

worxtime
An Equifax Company

February 7, 2024

Mary DiPerna
Manager, Employee Benefits Human Resources Division
City of Jacksonville
117 West Duval Street, Suite 150
Jacksonville, Florida 32202

RE: Renewal of Worxtime, LLC (Equifax) ACA Administrative Services Contract May 1, 2024 through April 30, 2025

Dear Mary,

Worxtime LLC is pleased to offer for renewal, our ACA Administrative Services contract with the City of Jacksonville as proposed through RFP P-48-22.

With the exception of terms and conditions agreed to by the parties and contained in an Amendment, specifically the additional of the Limitation of Liability and data transfer terms, all of the terms and conditions of the contract will remain the same as presented in our initial RFP proposal. The financial arrangements for this year's renewal are as follows:

Per Employee Per Month	$0.40
Per 1095C form mailed	$1.77

We are pleased to provide our professional services to the City of Jacksonville and look forward to continuing our relationship.

Sincerely,

By: Russell McAllister
Russell McAllister (Feb 8, 2024 13:27 CST)

Name: Russell McAllister

Title: VP, National Accounts

Date: 02/08/2024

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CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
WORXTIME, LLC FOR
ACA ADMINISTRATIVE SERVICES

THIS CONTRACT for ACA Administrative Services is made and entered into this 30 day of May, 2023 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **WORXTIME, LLC**, a Georgia limited liability company and a wholly owned subsidiary of **EQUIFAX WORKFORCE SOLUTIONS LLC**, with an office at 11432 Lackland Road, St. Louis, MO 63146 (the "Contractor" or "Worxtime").

WHEREAS, City issued Request for Proposal No. P-48-22 (the "RFP") for certain professional services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP, City has negotiated and awarded this Contract to Contractor; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Description of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Proposed Pricing and Fee Exhibit, attached hereto as **Exhibit B,** and incorporated herein by this reference.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the initial period of service shall be a fixed monetary amount not to exceed EIGHTY THOUSAND AND 00/100 DOLLARS ($80,000.00).

4. **Term and Termination.** The period of service of this Contract shall commence on May 1, 2023, and continue through April 30, 2024, with four (4) one-year renewal options upon mutual agreement of the parties. Either party may terminate this Contract if the other party has

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materially breached the Contract, provided that the party claiming breach must give the other party at least thirty (30) days' prior written notice in which to cure the breach before terminating this Contract. Notwithstanding anything to the contrary, this Contract may not be terminated for convenience.

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to this document.

(iii) Specific information regarding the RFP (Section 1 of the RFP).

(iv) Description of Services (Section 4 of the RFP).

(v) General Instructions (Section 2 of the RFP).

(vi) General Terms and Conditions of Contract (Section 3 of the RFP).

(vii) The Response provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notice.** All notices under this Agreement shall be in writing, and effective three (3) days after being delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Mary DiPerna
Manager, Compensation and Benefits
City of Jacksonville
117 West Duval Street, Suite 150
Jacksonville, Florida 32202

As to Contractor:

Equifax Workforce Solutions
11432 Lackland Road
St. Louis, MO 63146
Attn: President

7. **Contract Managers.** Each party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, the City's Contract Manager is Mary DiPerna (Phone: 904.255-5552; mdiperna@coj.net), and Contractor's Contract Manager is Marci Beatty (Phone: 614.743.3383; marci.beatty@equifax.com). Each party shall provide prompt

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written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed contract amendments and may be provided by email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

10. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. **WORXTIME OBLIGATIONS.** Worxtime agrees that the Services will be provided in compliance with applicable laws and regulations, including any applicable privacy laws. WORXTIME MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF WORXTIME KNOWS OF SUCH PURPOSE.

12. **CONFIDENTIALITY.** The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data provided to Worxtime by or on behalf of City which does, or could be used to, directly or indirectly identify an individual ("Data"); (ii) all information provided by Worxtime to City pertaining to the Services; (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as "Confidential," "Proprietary," or words of similar meaning by either party. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Contract will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Worxtime, for the purpose of performing its obligations under

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this Contract. Confidential Information received under this Contract will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation cannot be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon City's written request at any time during the Term of this Contract (including termination or completion of the Services hereunder), Worxtime will purge, destroy, or otherwise render inaccessible, Data housed in the Worxtime production database(s), provided that Worxtime may retain archival copies of Data for audit and dispute resolution purposes and Worxtime may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. Worxtime shall remain under its contractual obligation of confidentiality and security to City during such retention and such obligations shall survive termination of the Contract.

13. **DATA SECURITY AND PRIVACY.** Worxtime shall maintain an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to City; and, 4) dispose of such Data in a secure manner. To comply with the safeguard obligations generally described above, Worxtime has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse,

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alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission) to control the risks identified through the risk assessment, and regularly tested or otherwise monitored the effectiveness of safeguards' key controls, systems, and procedures. Worxtime shall notify City in writing as soon as possible and without unreasonable delay after any confirmed or reasonably suspected breach, as defined by applicable law(s), of City's Data contained in Worxtime database(s) (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. Worxtime shall cooperate with law enforcement in accordance with applicable law; provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Worxtime shall promptly take appropriate action to mitigate such risk or potential problem at Worxtime's expense. In the event of an Incident, Worxtime shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as it is commercially practicable. In order to obtain access to Services, City's users may be required to create user names and passwords. City shall ensure that its users comply with City's security controls and/or policies regarding the creation, use, and/or maintenance of passwords. City shall also be responsible for maintaining accurate access privileges for its users and shall be responsible for disabling the account of any City user who is no longer entitled or authorized to access the Service.

14. **DATA QUALITY AND DATA TRANSMISSION.** City acknowledges that the ability of Worxtime to provide accurate information is dependent upon receipt of accurate Data from City. City shall provide current and accurate Data necessary for Worxtime to provide the Services. City agrees to provide such Data to Worxtime within a mutually agreeable timeframe and to promptly correct and update Data. City further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by Worxtime. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. **City agrees that any action required of Worxtime to correct the Data for City may result in additional fees, as provided in each applicable Schedule attached hereto. Furthermore, City agrees to transfer Data to Worxtime using one of the approved secure shipping methods provided in Exhibit C.**

15. **PROPRIETARY RIGHTS.** Neither party's ownership rights, including but not

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limited to, any intellectual property rights in or used by Worxtime to perform the Services nor any intellectual property rights in or to City's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Contract.

16. INDEMNIFICATION/LIMITATION OF LIABILITY. Indemnification is incorporated as **Exhibit E**. Insurance Requirements are incorporated as **Exhibit F**.

17. Force Majeure, Notice of Delay, and No Damages for Delay. Except for Buyer's payment obligations, neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

18. Severability. If any provision of this Contract is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Contract is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

19. Assignment/Modification. Neither party may assign this Contract or any right or obligation under this Contract without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event of any assignment, the assignor shall remain liable for performance of the Contract unless the non-assigning party expressly waives such liability. In the event assignment is necessitated by business reorganization, either party may assign this Contract, provided that it provides the other party with written notice of the assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as provided in each applicable exhibit hereto, this Contract may be amended or modified only by the written and signed consent of the parties.

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[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

By Luisa Meeker
Luisa Meeker (May 11, 2023 12:38 CDT)
Signature

Luisa Meeker
Type/Print Name

Contract Ops Analyst
Title

WORXTIME LLC

By Russell McAllister
Russell McAllister (May 11, 2023 13:04 EDT)
Signature

Russell McAllister
Type/Print Name

VP, National Accounts
Title

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Encumbrance and funding information for internal City use:

Account……...

Amount… $80,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
City Contract No. 70226-23

Form Approve:

James R McCain Jr.

Office of General Counsel

GC-#1562884-Worxtime_ACA_Admin_Svcs.docx

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Exhibit A

Description of Services

Contractor shall provide the following no less than annually to the City during the period of the Agreement for Professional Services between the Contractor and the City:

The City includes all City departments, City Council, Tax Collector, Property Appraiser, Clerk of the Courts, Elections Office, Jacksonville Sheriff's Office, Jacksonville Housing Authority, Northeast Florida Planning Council, and First Coast Work Source. It also includes all City retirees who are covered by various employee benefits. Approximately 8,000 active employees, 5,000 retired employees, and 14,000 dependents are covered by various benefits.

The ACA Reporting Service ("ACA Service") and its corresponding Implementation and Support, the optional ACA Tax Form 1095-C Print Service ("ACA Tax Form Service"), and the optional ACA Subsidy Management Service, all described more fully below or in **Exhibit D** hereto (collectively, the "Services") are provided by Worxtime, LLC, a Georgia limited liability company ("Worxtime"), a wholly owned subsidiary of Equifax Workforce Solutions LLC. City authorizes Worxtime as its authorized agent to provide the Services. Worxtime shall provide the applicable Services in accordance with the Contract (the "Contract") dated , this **Exhibit A**, and **Exhibit D** (which are part of the Contract) utilizing any and all of the employment data and information and, if City elects, the ACA Tax Form Service, and the tax form information supplied by and on behalf of City. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

1. **Scope of Undertaking:** Worxtime shall provide the ACA Service and applicable Implementation and Support in relation to certain of City's group health plans, which may or may not be "employee welfare benefit plans" within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 (ERISA) ("Plans"), as more specifically set forth in **Exhibit D**. The ACA Service is designed to assist City in understanding its options with respect to its Plans under the employer shared responsibility provisions of Internal Revenue Code Section 4980H and related issues under the Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, and the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, and the regulations and guidance issued thereunder ("PPACA").

2. **Payment Terms and Fees:** All prices and fees for the Services performed under this Contract are stated in **Exhibit B** – Fees. All fees are in U.S. dollars.

   - Annual fees will commence upon execution of this Contract.
   - If applicable, fees for the ACA Tax Form Service will be invoiced after charges are incurred.
   - Invoices are due net forty-five (45) days.
   - Payments not received within sixty (60) days of the invoice date will result in the suspension of the Service (at the discretion of Worxtime) until payment is received
   - Except to the extent that City has provided an exemption certificate, direct pay permit, or other such appropriate documentation, Worxtime shall add to each invoice any sales, use, excise,

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value-added, gross receipts, services, consumption, and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon Worxtime's net income, and any taxes or amounts in lieu thereof paid or payable by Worxtime as a result of the foregoing excluded items.

3. **Data:** City acknowledges that it is solely responsible for the quality of the Data provided by it or by a third-party on behalf of it. City will validate the completeness and accuracy of all Data prior to submitting to Worxtime, and City shall notify Worxtime in advance of any and all changes or modifications in format or type concerning the City's computer interface and/or any of its Data. Worxtime may use depersonalized City Data to perform analytics, modeling, and/or demographic studies. Depersonalized City Data shall not include any information that individually or collectively could be used to specifically identify either City or City's employees.

4. **Set-up and Implementation:** City acknowledges that it must undertake certain steps for the Services to be provided correctly and timely, including, without limitation, providing Data in a proper format, undergoing validation and, if applicable, testing procedures, and assisting with the Implementation and Support. City agrees to fully cooperate with Worxtime to implement the Service and, if applicable, the ACA Tax Form Service in accordance with Schedule B. Worxtime shall have no liability with regard to any errors that result from City's failure to timely provide Data (or update Data) accurately and completely and in the format required by Worxtime.

5. **Responsibilities:** City understands that Worxtime is not a law firm and Worxtime has not and cannot provide legal advice to City or the Plan concerning any legal issues associated with the Services. City is responsible for compliance with all applicable federal, state, and local laws and regulations. City is responsible for working with its legal counsel to develop and implement any strategies (tax, legal, or otherwise) and to make all determinations regarding whether to offer coverage under its Plans and to whom coverage should be offered in response to Data or information developed as part of the Service, and to monitor and comply with any applicable laws, regulations and guidance (formal or informal) that affects the Services, and/or the City's Plans. City understands that its failure to follow any established parameters of the Services may materially affect the risks and liabilities associated with any development and implementation of any strategies based on the Services. City acknowledges that Worxtime is not providing tax or legal advice and that Worxtime is not responsible for determining the legal and tax status of the Services and/or the City's Plans. Worxtime does not have authority to control and manage the operation of City's Plans. Worxtime does not assume any responsibility for the general policy design of the Plans, the terms of the Plans, the legal compliance of the Plans, the administration of the Plans, or any act or omission or breach of duty by City related to the Plans. In addition, Worxtime does not assume any financial risk or obligation with respect to the Plans. Nothing herein shall be deemed to constitute Worxtime as a party to the Plans or to confer upon Worxtime any discretionary authority, responsibility, or control concerning or with respect to management of the Plans, administration of the Plans, or operation of the Plans. Nothing in this Schedule A or Schedule B shall be deemed to impose upon Worxtime any obligation to any employee of City or any person who is participating in the Plans. Worxtime is and shall remain an independent contractor with respect to the Services and shall not for any purpose be deemed an employee of City. Nor shall Worxtime and City be deemed partners, engaged in a joint venture, or governed by any legal relationship other than that of independent contractor.

6. **Third Party Indemnity.** City agrees to indemnify, defend, and hold harmless Worxtime (and its parent company and/or affiliates) with regard to any third party claims, demands, liabilities, suits, damages,

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expenses, and costs as a result of any action arising out of or relating to (i) any premium charge, tax, penalty, payment, or similar assessment (federal, state, or local) for which City or its group health plans are liable, including but not limited to any assessable payment or tax under the Internal Revenue Code or any provision of PPACA, and (ii) any of City's responsibilities as set forth in Paragraph 5 or 7 of this Schedule A. The indemnity obligations set forth above shall survive termination of this Schedule A and/or the Agreement.

7. **No Third Party Beneficiaries:** Nothing express or implied in this **Exhibit A** or **Exhibit D** is intended to confer, and nothing herein shall confer, upon any person, including any Plan participant, any rights, remedies, obligations, or liabilities whatsoever.

8. **Terms & Conditions:** Worxtime will assign an account manager to assist City with Data set-up, initial importation of Data, and system training. Worxtime will also make available appropriate technical staff as reasonably required.

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Exhibit B

FORM 1
PROPOSED PRICING AND FEE EXHIBIT

ACA Administrative Services

Please illustrate in this section Proposer's fees or charges that you are proposing for the ACA Administrative Services RFP. Any additional fees or costs not disclosed in this fee exhibit shall be the responsibility of the Proposer.

Failure to disclose full information on rates, fees, or additional charges may result in the lowering of Proposer's scoring or disqualification of your proposal.

Please provide two (2) copies of the fee exhibits in the proposal. If Proposer is proposing a multi• year fee guarantee, please show the fee guarantees for 12, 24, 36, 48 or 60 months. (60-month fee guarantee is preferred.)

All proposed fees should be net of commissions.

All proposed fees and charges for the services provided under this RFP must be firm. Contractor must specify any restrictions or limitations on the fees and charges and services quoted. Any limitations or restrictions not disclosed in Contractor's Proposal shall be the responsibility of Administrator.

NAME OF CONSULT ANT Equifax Workforce Solutions LLC

Proposal Number P-48-22

SCHEDULE OF PROPOSED PRICES/RATES -All fees must be Net of Commissions

1. Cost per employee per month: $0.39

2. Cost for creating, mailing, and electronically filing all forms required by ACA:
ACA Tax Form 1095-C Printing Service - $1.72 per print &

mailing of 1095-C Form

Fee for Resubmission of Files - ·Up to $4.50 per incident

Fee for Reformatting - $496

Minimum Annual Measurement Fee - $3,500

3. Please provide any other relevant rates that may apply to this project.

Please note: the prices specified herein will increase by 3% on each anniversary of the Schedule's Effective Date.

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Exhibit C

City Security Requirements for transmission of Employment and Income Data to Worxtime

The following table outlines the acceptable options for the secure transfer of employment and income Data to Worxtime. City agrees to use one of the approved secure delivery or transmission methods provided below. The Worxtime preferred methods of receiving Data are Secure File Transfer Protocol (SFTP) with PGP encryption or API.

	Transfer Option	Description	For Added Protection
1	SFTP	Secures credentials and information in the file during transmission using the SSH protocol.	PGP desktop software and use of the Worxtime PGP encryption key adds extra protection to the Data file itself.
2	API	API level integration with human capital management systems such as Workday and PeopleSoft.	Strong authentication processes and network encryption via TLS 1.2 add extra protection.
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and use of the Worxtime PGP encryption key encrypts the Data file.
4	Secure Email (Virtru, TLS)	Secures information in the body of the email and attachments.	City to confirm presence of TLS with their internal email service team.

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Exhibit D

SERVICE DESCRIPTION OVERVIEW

ACA Reporting Service

Service Description of ACA Reporting Service

Consistent with the terms and conditions contained in Schedule A, the Data supplied by City will be timely submitted to the IRS forms 1095-C and 1094-C per City's direction and as required by the ACA. Prior to submitting the 1094-C and 1095-C forms, City will be provided the opportunity to review, make corrections, and approve the 1095-C forms. Once approval is received, a PDF file of the 1095-C forms for distribution to employees will be provided, and the 1094-C will be filed with the IRS.

ACA Reporting Service User Names

City agrees to be solely responsible for all user names or passwords assigned. City is responsible for improper use of user names and passwords and releases all liability associated with misuse.

ACA Reporting Service - Support

Description

The ACA Service allows employers access to the hosted Worxtime environment. Client Services are available via phone, e-mail, and/or online chat during normal business hours (8:00 am to 5:00 pm, Central Time), Monday through Friday on normal business days (non-holidays).

City will be assigned an account manager to assist City with basic ACA setup, file(s) format and structure, initial importation of Data, and system training. City is required to upload its Data directly into the system.

City agrees to make a staff member available as a 'Point of Contact' for ACA reporting, accountability for Data, initial setup, assistance in the resolution of any issues, and completion of wizard for approving 1094/5-C forms.

Optional- ACA Tax Form 1095-C Print Service

Description

The ACA Tax Form 1095-C Print Service is designed to print and mail U.S. Tax Form 1095-C for City's required individuals based on Data provided by City.

.

Service Delivery Tasks

City must approve 1095-C forms by established deadlines for on-time delivery of forms to the employee's mailing address. Forms will be mailed to the address provided as part of the Data importation.

Modification of Service Description

Worxtime reserves the right to modify the Service from time to time. If Worxtime reasonably believes that the modification to the Service Description Overview may materially degrade the Service, then (1) Worxtime shall provide to the City reasonable notice of the change, and (2) City may terminate the Service by providing thirty (30) days' written notice to Worxtime in accordance with the notice provisions of the Agreement. Termination shall be effective ninety (90) days after notice from City unless the parties mutually agree in writing to a later date. Absence of such termination shall constitute City's agreement to the modification of the Service Description Overview.

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EXHIBIT E

INDEMNIFICATION AND LIMITATION OF LIABILITY

A. INDEMNIFICATION.

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, and reasonable costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any grossly negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other United States intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall use commercially reasonable efforts to replace the Service or product with a non- infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

B. Limitation of Liability.

In no event shall damages hereunder exceed the total fees paid by Client during the twelve (12) months prior to the act or occurrence which gives rise to the claim. Any other term or provision of this Contract to the contrary notwithstanding, in no event shall Contractor, or its affiliates, its directors, officers, agents, or employees, be liable for loss of profits or for indirect, punitive, special, incidental or

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consequential damages arising out of or related to the performance of this Contract, even if the City of Jacksonville has been advised of the possibility of such damages.
This limitation of liability shall not apply to any third-party claim for which Contractor has an obligation of indemnity pursuant to Section A of Exhibit E.

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EXHIBIT F
INSURANCE REQUIREMENTS

Without limiting its liability under this **Contract**, **Contractor** and its subcontractors shall at all times during the term of this **Contract** procure prior to commencement of work and maintain at its sole expense during the life of this **Contract** (and **Contractor** shall require its, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Statutory Coverage	
Employer's Liability	$ 1,000,000 Bodily Injury by Accident, for Each Accident	
	$ 1,000,000 Bodily Injury for Each Employee by Disease	
	$ 1,000,000 Policy Limit for Bodily Injury by Disease	
Commercial General Liability	$2,000,000	General Aggregate
	$1,000,000	Each Occurrence

Policy will include coverage for bodily injury, property damage, personal injury, advertising injury, contractual liability, and products/completed operations.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Policy will include coverage for owned, non-owned, and hired vehicles used by Equifax in the performance of the Services.

Professional Liability (a/k/a Errors & Omissions Insurance) including Network Security & Privacy Liability (a/k/a Cyber)

$3,000,000 Annual Aggregate Limit

Policy will include coverage for actual or alleged breach of duty, act, error, omission, misstatement, misleading statement, or negligence in the rendering of or failure to render the services described under this Agreement. Policy will also include coverage for liability as a result of a data security breach or violation of consumer data protection laws arising out of this agreement.

A. Additional Insured: Commercial General Liability and Automobile Liability shall name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured.

B. Waiver of Subrogation. Worxtime's Commercial General Liability and Automobile Liability shall contain a waiver of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.

C. Provider's Insurance Primary. Worxtime's Commercial General Liability and Automobile Liability policies required under this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents but only to the extent that Worxtime is deemed to be solely negligent.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and

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its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. Certificates of Insurance. Provider shall provide the City certificates of insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

F. Notice. The Provider shall endeavor to provide City thirty (30) days' prior written notice of cancellation.

G. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 26, 2023

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-48-22 ACA Administrative Services
Employee Services Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was **adopted:**

That the City of Jacksonville enter into a contract with Equifax Workforce Solutions for the provision of ACA Administrative Services by incorporating the attached Scope of Services identified as Exhibit 'A' and Contract Fee Summary identified as Exhibit 'B'; providing a not-to-exceed maximum amount of $80,000.00 for the initial period; the period of services will be from May 1, 2023 thru April 30, 2024, with four (4) one-year renewal options available upon mutual agreement; all other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Robert N Waremburg FOR Dustin

Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

APPROVED:

Lenny Curry, Mayor

This 26th day of January, 2023

DF ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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Contract Purchase Agreement POA-70226-23

Agreement	POA-70226-23
Agreement Date	30-JAN-2023
Revision	0
Agreement Amount	80,000.00 USD
Solicitation Number	P-48-22

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

Worxtime, LLC
DBA Talx Corporation
360 B Quality Circle, Suite 220
HUNTSVILLE, ALABAMA 35806

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
22664	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
30-Apr-2023	29-Apr-2024		Alexzandria Baker abaker@coj.netPhone 904-2558830	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
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Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 26, 2023

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FOR Dustin

Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Lenny Curry, Mayor

This 26th day of January, 2023

DF:ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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City of Jacksonville, Florida

Lenny Curry, Mayor

Employee Services Department
City Hall, 117 West Duval St., Suite 150
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

To: Dustin Freeman, Chairperson
Professional Services Evaluation Committee

From: Mary DiPerna, Chief, Compensation and Benefits
Carolina Teran-Oceguera, Manager, Compensation and Benefits

Re: P – 48-22 – ACA Administrative Services

Date: January 19, 2023

As a result of fee and contract negotiations with Equifax, we recommend that the City enter into a contract with Equifax for ACA Administrative Services. Equifax has agreed to reduce the annual increase, that was quoted, from 5% to 3% each year.

The contract shall begin on May 1, 2023, and extend through April 30, 2024 with four (4) renewal options.

All other terms and conditions are according to the Scope of Services outlined in the Request for Proposal. The maximum indebtedness shall not exceed $80,000 for the first year of the contract.

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Section 4
Description of Services and Deliverables

The Administrator shall provide the following no less than annually to the City during the period of the Agreement for Professional Services between the Administrator and the City.

The City includes all City departments, City Council, Tax Collector, Property Appraiser, Clerk of the Courts, Elections Office, Jacksonville Sheriff's Office, Jacksonville Housing Authority, Northeast Florida Planning Council, and First Coast Work Source. It also includes all City retirees who are covered by various employee benefits. Approximately 8,000 active employees, 5,000 retired employees, and 14,000 dependents are covered by various benefits.

- The effective date of these services is to be May 1, 2023.
- Provide the City of Jacksonville with a fee payment plan that allows the City to pay their fees 45 days in arrears.
- The City of Jacksonville will require the Administrator to have the upcoming renewal complete and finalized six months prior to the next renewal date (unless the Contractor is providing a five-rate guarantee). The renewal should be in written form and delivered to the attention of the Chief of Compensation and Benefits Division at the City of Jacksonville.
- System must be able to accept bi-weekly hours worked file feeds.
- Sends automated alerts to provide status of hours worked.
- Projects probability of part-time employees moving to full-time status, based on previous hours.
- Reports which employees qualify as full-time for purposes of benefit offerings.
- System must offer Affordability testing.
- System must offer Rate of pay safe harbor testing.
- System must offer Penalty calculator.
- Must offer guaranteed compliance with all new mandates as ordered by the ACA.
- System must be compliant with all health coverage mandates.
- Provide reports mandated by ACA for end of year reporting to the IRS.
- Administrator must create and mail out the 1095c forms to all participants.
- Administrator must electronically file all year end reports with the IRS.
- System must provide IRS correction information for review, correction, and must electronically refile corrections to the IRS.
- Provide all necessary reports if the City were ever to undergo an IRS audit.
- Extensive ad hoc reporting and custom analysis tools to allow the user to create and schedule virtually any report to support budgeting and organizational breakdown in any format as needed with no additional charge.
- System must offer customized Data file mapping.

Exhibit 'A'

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- Customized, automated email alerts which can be sent to any user as requested to notify of various actions within the measurement/admin/stability period to eliminate the need for manual tracking.
- Built-in file discrepancy identification and resolution for real-time audit.
- IRS forms 6055 and 6056 as standard reports in the reporting section of the product

(End of Section 4 - Remainder of page intentionally left blank)

Exhibit 'A'

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FORM 1
PROPOSED PRICING AND FEE EXHIBIT

ACA Administrative Services

Please illustrate in this section Proposer's fees or charges that you are proposing for the ACA Administrative Services RFP. Any additional fees or costs not disclosed in this fee exhibit shall be the responsibility of the proposer.

Failure to disclose full information on rates, fees or additional charges may result in the lowering of Proposer's scoring or disqualification of your proposal.

Please provide two (2) copies of the fee exhibits in the proposal. If Proposer is proposing a multi-year fee guarantee, please show the fee guarantees for 12, 24, 36, 48 or 60 months. (60-month fee guarantee is preferred.)

All proposed fees should be net of commissions.

All proposed fees and charges for the services provided under this RFP must be firm Administrators must specify any restrictions or limitations on the fees and charges and services quoted. Any limitations or restrictions not disclosed in Administrator's Proposal shall be the responsibility of Administrator.

NAME OF CONSULTANT Equifax Workforce Solutions LLC

Proposal Number P-48-22

SCHEDULE OF PROPOSED PRICES/RATES –All fees must be Net of Commissions

1. Cost per employee per month:

   $0.39

2. Cost for creating, mailing, and electronically filing all forms required by ACA:

   ACA Tax Form 1095-C Printing Service - $1.72 per print & mailing of 1095-C Form

   Fee for Resubmission of Files - Up to $450 per incident

   Fee for Reformatting - $496

   Minimum Annual Measurement Fee - $3,500

3. Please provide any other relevant rates that may apply to this project

   Please note, the prices specified herein will increase by 5% on each anniversary of the Schedule's Effective Date.

Exhibit 'B'

Docusign Envelope ID: 28F0BBA9-8643-4BB8-85E6-8D5ED99EEF7E

Baker, Alex

Subject: FW: [IE] RE: City of Jacksonville - Equifax account management update

From: Marci Beatty <marci.beatty@equifax.com>
Sent: Thursday, January 19, 2023 10:24 AM
To: Diperna, Mary <MDiPerna@coj.net>
Subject: Re: [IE] RE: City of Jacksonville - Equifax account management update

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Mary - thanks for the call.

Equifax is in agreement to reduce the quoted **5%** increase on each anniversary effective date to **3%.**

We appreciate the opportunity to continue as your ACA provider!

I look forward to hearing from you soon.

Thank you

Marci Beatty
Account Executive - National Accounts
Equifax Workforce Solutions
614-743-3383
marci.beatty@equifax.com

***** Check out our *NEW* Client Community- an interactive and immersive virtual learning and training environment for all EWS solutions! : Connections *****

Please remember to contact our Workforce Solutions Support Center for immediate assistance, Phone: 877-664-8778 (-877-664-TSST), or email workforcesolutionssupport@equifax.comfor assistance. They are available Monday through Friday between the hours of 7 a.m. and 7 p.m. Central time

Exhibit 'B'