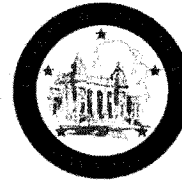


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.18
(ID # 5954)

MEETING DATE:

Tuesday, January 9, 2018

FROM : HUMAN RESOURCES AND AUDITOR CONTROLLER :

SUBJECT: HUMAN RESOURCES: Ratify and Approve the Eighth Amendment to the TALX Universal Service Agreement with TALX Corporation for ACA Management Platform and ACA Tax Form Service without obtaining competitive bids, All Districts. [Total Cost - \$99,993] [SOURCE OF FUNDS - Human Resources and Auditor Controller Department Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Eighth Amendment to the TALX Universal Service Agreement with TALX Corporation including the ACA Management Platform and ACA Tax Form Services, effective January 1, 2018 through December 31, 2018 without obtaining competitive bids.
2. Authorize the Chairperson to sign four (4) copies of each Agreement; and
3. Direct the Clerk of the Board to retain one (1) copy of agreement and return three (3) copies of each agreement to Human Resources for distribution.

ACTION: Policy


Michael Stock, Assistant Chief of Department of Human Resources

12/12/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: HR

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$99,993	\$ 0	\$99,993	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Human Resources and Auditor Controller Department Budgets. Both departments will split the cost on a 50/50 basis.			Budget Adjustment: No	
			For Fiscal Year: 17/18, 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County has utilized TALX as its ACA reporting administrator for calendar years 2015 and 2016 and is seeking approval for one last extension to meet the Affordable Care Act (ACA) mandate for calendar year 2017.

Since January 1, 2015, all large employers with 50 or more employees are mandated by the ACA to offer minimum essential health coverage to at least 95% of its full-time employee population, along with the employees' eligible dependents. Additionally, the ACA requires the County to report information to the Internal Revenue Service (IRS) each year, demonstrating compliance with the employer shared responsibility provisions covered under Section 6056 of the Internal Revenue Code.

In addition to reporting to the IRS, the County is also required to provide each employee with a hardcopy Form 1095-C, which details the healthcare information reported to the IRS on behalf of each employee.

To date, the County does not possess sufficient technical functionality/reporting capabilities within its current Human Resources Management System to complete the required reporting mandates. As a result, the Human Resources Department and the Auditor Controller's Office collaborated for an alternative solution to assist the County in being compliant with this mandate. The solution to meet this requirement was to utilize a Third-Party Administrator (TPA), offering the functionality and services to complete the mandate. TALX was selected to provide this TPA service as TALX currently receives county employee data for employment and salary verification services under agreement with the county. Renewal of the employment and salary verification services is also before the Board through the request of a Ninth Amendment to the TALX agreement with the county.

With the implementation of the new Workday HCM system, the County will be able to meet this required obligation and perform the functionality in-house and will no longer be required to pay a TPA, thus reducing costs for both the Human Resources and Auditor Controller departments.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

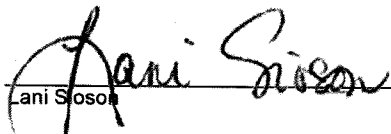
Impact on Residents and Businesses

There is no impact on county residents and businesses as a result of this Form 11.

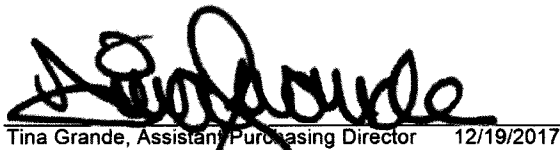
Contract History and Price Reasonableness

This contract is a renewal request for one additional year. The contract has been in place for two years prior to this renewal. The amendment provide for a three percent (3%) increase compared to prior year's costs.

ATTACHMENT A. Eighth Amendment to the TALX Universal Service Agreement, including Schedule A – ACA Tax Form Service, Exhibit 1- Fees, and Schedule A – ACA Management Platform, Exhibit 1- Fees


Lani Soson

1/2/2018


Tina Grande, Assistant Purchasing Director

12/19/2017


Gregory P. Priaplos, Director County Counsel

12/19/2017

EIGHTH AMENDMENT TO THE TALX UNIVERSAL SERVICE AGREEMENT

This Eighth Amendment to the TALX Universal Service Agreement ("Amendment") is made and entered into by and between TALX Corporation ("TALX"), a Missouri corporation, and the County of Riverside ("Client"), a political subdivision of the State of California. This Amendment is effective as of January 1, 2018 ("Effective Date").

WHEREAS, the parties have previously entered into the TALX Universal Service Agreement dated February 1, 2011 ("Agreement"); and

WHEREAS, pursuant to the Fifth and Sixth Amendment to the Agreement, Schedule A – ACA Management Platform, Service Provider, Term and Fees for Services, Schedule A – ACA Management Platform, Exhibit 1 – Fees and Schedule B – ACA Management Platform, Service Provider, Term and Fees for Services are effective November 1, 2015 through December 31, 2017; and

WHEREAS, pursuant to the Sixth Amendment to the Agreement, Schedule A – ACA Tax Form Service, Service Provider, Term and Fees for Services, Schedule A – ACA Tax Form Service, Exhibit 1 – Fees and Schedule B – ACA Tax Form Service, Service Description Overview are effective November 1, 2016 through December 31, 2017; and

WHEREAS, the parties desires to modify the Agreement as specified herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.
2. Section 2.0 (Term) of the Agreement is deleted in its entirety and replaced with the following:

"The term for each Service is set forth in the applicable Schedule A. A schedule may expire or be terminated without affecting the other schedules. This Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect. The parties may, by mutual written amendment, renew or extend the term of the applicable Schedule A. However, this Agreement, including any schedules, shall not extend beyond December 31, 2018."

3. The following sentence is added to Section 2 (Term) of Schedule A – ACA Management Platform Service Provider, Term and Fees for Service (dated November 1, 2015) of the Agreement:

"The parties agree to extend the term of the Schedule, beginning on January 1, 2018 through December 31, 2018."

JAN 09 2018 3:18

4. The table in the “Subscription Schedule” Section on page 3 of Schedule A – ACA Management Platform, Exhibit 1 – Fees (effective November 1, 2015) of the Agreement is deleted in its entirety and replaced with the new table for the “Subscription Schedule” Section of Schedule A – ACA Management Platform, Exhibit 1 – Fees (effective January 1, 2018), which is attached hereto and incorporated herein by this reference.

5. The following sentence is added to Section 1 (Term) of page 1 of Schedule A – ACA Tax Form Service (dated November 1, 2016) of the Agreement:

“The parties agree to extend the term of these Schedules A and B, beginning on January 1, 2018 through December 31, 2018.”

6. The “Fee Schedule” on page 3 of Schedule A – ACA Tax Form Service, Exhibit 1 – Fees (effective November 1, 2016) of the Agreement is deleted in its entirety and replaced with the new “Fee Schedule” for Schedule A – ACA Tax Form Service, Exhibit 1 – Fees (effective January 1, 2018), which is attached hereto and incorporated herein by this reference.

7. All other terms of the Agreement are to remain in full force and effect.

8. Each party certifies that the individual signing below has the authority to execute this Amendment on behalf of such party, and may legally bind such party to the terms and conditions of this Amendment, including any attachments hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment effective as of the Effective Date.

ATTEST:

Clerk to the Board
Kecia Harper-Ihem

By Kecia Harper-Ihem
Deputy

Date: JAN 09 2018

COUNTY OF RIVERSIDE:

By Chuck Washington
Chairman, Board of Supervisors
Date: JAN 09 2018

Approved as to Form:

Gregory P. Priamos
County Counsel

By Gregory P. Priamos
Deputy County Counsel

Date: 11/30/2017

Recommended for Approval:

County of Riverside – Purchasing

By: _____

Printed Name: _____

Title: _____

Date: _____

TALX Corporation, a Missouri corporation

By Javad Ra'ed
Printed Name Javad Ra'ed
Title VP Strategic Accounts
Date 11-29-2017

Schedule A – ACA MANAGEMENT PLATFORM
Exhibit 1 – FEES

Effective Date January 1, 2018

Subscription Schedule Table

Description	Qty	Unit Price	Year 3 Total
Annual Fees			
ACA Management Platform Includes 99 Data Viewer licenses and 4 Data Explorer licenses. Fee is calculated on a per employee, per year (PEPY) basis. Value in the Qty field reflects the number of people the Client employs. The minimum annual fee for the Management Platform is \$10,000.	21,200	\$3.18	\$67,416
Additional Data Explorer Licenses	-	\$402	\$0
Additional Data Viewer Licenses	-	\$105	\$0
Additional Annual Support Incidents (Block of 5 incidents) <i>Unused incidents expire at the end of the year.</i>	-	\$1,056	\$0
Sub-Total Annual Fees			\$67,416
One-Times Fees for Activation Services			
Management Platform Activation Service	Already Live	N/A	\$0
IRS Reporting Activation Service	Already Live	N/A	\$0
Additional Data File Service (Optional Service) <i>Value in the Qty field reflects the number of additional files Client will be providing above what is defined in the Management Platform Activation Service.</i>	-	N/A	\$0
Dynamic Controlled Group & Employee Category Activation Service (Optional Service)	-	N/A	\$0
Organizational Security Activation Service (Optional Service)	-	N/A	\$0
Sub-Total One-Time Fees			\$0
Grand Total			\$67,416

Schedule A – ACA TAX FORM SERVICE
Exhibit 1 – FEES

Effective Date January 1, 2018

Fee Schedule

Term of Contract 1 Year
 Will Tax Form data be provided by ACAMP or direct from Client? ACAMP
 Does Client have a W-2 contract with EWS valid of the life of this 1095 contract? No
 Does Client desire to utilize a third-party tax preparation coupon, if available for a discount? Yes
 (Standard Service = Yes)
 Does Client want to pay for their employees' reissue fees rather than having them charged to the employee at time of request? (Standard Service = No) No
 Estimated Number of 1095-Cs to be processed 22,343

Annual Fixed Fees Description			
Management Platform Activation Service	Already Live	N/A	\$0
IRS Reporting Activation Service	Already Live	N/A	\$0
Additional Data File Service (Optional Service) <i>Value in the Qty field reflects the number of additional files Client will be providing above what is defined in the Management Platform Activation Service.</i>	-	N/A	\$0
Dynamic Controlled Group & Employee Category Activation Service (Optional Service)	-	N/A	\$0
Organizational Security Activation Service (Optional Service)	-	N/A	\$0
Tax Platform Activation Service			\$5,000
Tax Form 1094-C Transmittal Service (includes 2 transmissions)			\$3,000
1095-C Forms (Estimated)	22,343 (Employee Count)	\$1.10	\$24,577.30
Grand Total			\$32,577.30