

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**STRATEGIC COST CONTROL, INC.**  
**d/b/a CORPORATE COST CONTROL**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
50 Nashua Road, Suite #2.  
Londonderry, New Hampshire 03053

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY21-010 Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services (hereinafter referred to as "RFP"), dated September 10, 2019, for the purpose of receiving proposals for Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services; and

**WHEREAS**, VENDOR offered a proposal dated September 26, 2019, (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

**WHEREAS**, VENDOR is willing to provide Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services to SBBC.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2020 and conclude on June 30, 2023. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This core Agreement without Attachments, then;
- Second: Attachments to this Agreement; then
- Third: Addendum No.3, then;
- Fourth: Addendum No.2, then;
- Fifth: Addendum No.1, then;
- Sixth: RFP FY21-010 – Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services, then;
- Seventh: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services and Deliverables.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement, the RFP and its Addenda and as specified in **Attachment A and B.**

2.04 **Cost of Service.** SBBC will pay VENDOR for services rendered under this Agreement in accordance with the following schedule:

- (a) Single Annual Cost for services to include all services and deliverables is Sixteen Thousand Dollars and 00/100 Cents (\$16,000.00) per year; Forty Eight Thousand Dollars 00/100 Cents (\$48,000.00) total cost for thirty-six (36) months.
- (b) VENDOR will guarantee ninety-seven percent (97%) compliance and a ninety-seven percent (97%) win rate with regard to the Unemployment Compensation Administrative and Cost Control Services.
- (c) VENDOR will offer a rebate for employment and wage verification of \$3.00 each for the term of the Agreement. A credit will be issued for this rebate and will be reflected in each quarterly invoice.

2.05 **Annual Contribution.** VENDOR shall pay SBBC Five Hundred Dollars and 00/100 Cents (\$500.00) annually, via check, for Scholarships to district minority students through the Broward Education Foundation. VENDOR shall make the check out to "Broward Education



Foundation” with a note that funds are for scholarships for district minority students. VENDOR shall pay SBBC the annual contribution at the end of every fiscal year, on June 30, 2020, June 30, 2021, and June 30, 2022. The VENDOR shall send the check to Broward Education Foundation, 7720 West Oakland Park Blvd, Suite 101A Sunrise, Florida 33351.

2.06 **SBBC Disclosure of Education Records.** Although no student records shall be disclosed pursuant to this Agreement should VENDOR come into contact with education records during the course contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.07 **SBBC Disclosure of Employee Records.**

a) SBBC shall provide the following records to VENDOR for the purpose of verifying employment, income and unemployment (**Attachment C**):

1) Employment Basic Verification Request:

Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate.

2) Employment and Income Verification Request:

Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate, Year to Date (YTD) gross base pay, YTD gross over-time pay, YTD gross bonus pay, YTD gross commission pay, YTD gross other income, YTD gross total.

3) Employment Extended Verification Request:

Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate. Employee Home Address, pay period end date, date paid/check date, total hours worked for pay period, gross wages for pay period, Net Pay for pay period.

4) Unemployment Basic Verification Request:

Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate. Unemployment Compensation for Ex-Service Personnel (UCX) account number, Date of termination/inactivity/retirement, reason code for termination/inactivity/retirement, last day worked, work state, work location code identifier, Federal Employer Identification Number (FEIN), State unemployment insurance account number.

5) Unemployment Extended Verification Request:

Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate. Pay period end date, date paid/check date, total hours worked for pay period, Gross wages for pay period, Net pay for pay period. Detailed pay statement (if requested) includes various pay types, such as regular, overtime, vacation, bonus, commission, etc. Gross wages for each pay type is required.

b) VENDOR shall serve as the designated Agent of Record with SBBC, providing an address of record for receipt of all benefit claim forms and hearing notices and related documents for Unemployment Compensation Services. Agent of Record shall only be in effect for the term of the contract or unless terminated as per Section 3.05 of this Agreement.

c) Employees can access VENDOR's website [www.CCCVerify.com](http://www.CCCVerify.com) and obtain four (4) free verifications per year.

**2.08 VENDOR Safeguarding Confidential Employee Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

- 1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;
- 2) Hold any employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law;
- 3) Ensure that, at all times, all of its employees who have access to any SBBC employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to SBBC employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of VENDOR employees to SBBC upon request;
- 4) Safeguard each employee record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the employee records;
- 5) Utilize the employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display employee records to any third party except as contemplated under this Agreement;
- 6) Notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary



notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of employee records; and

11) Securely erase employee records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the employee records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All employee records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the employee records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

#### **2.09 VENDOR Re-disclosure of SBBC Employee Records.**

(a) The VENDOR shall provide Employment and Income Verifications listed in **Attachment C** to all authorized participating government agencies, private and commercial companies. This includes all types of records listed in Section 2.07 (a) (1-5) (see **Attachment C**).

(b) VENDOR shall only re-disclose SBBC Employee Records to third parties for the purpose of performing its responsibilities under this Agreement.

(c) VENDOR shall ensure that all third parties safeguard employee record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the employee records.

**2.10 Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR 's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR 's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.



(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Manager, Human Resources Support Services  
The School Board of Broward County, Florida  
7720 West Oakland Park Blvd, 1<sup>st</sup> Floor  
Sunrise, Florida 33351

To VENDOR: Strategic Cost Control, Inc.  
Sally Goodwin  
50 Nashua Road  
Londonderry, New Hampshire 03053

With a Copy to: Corporate Cost Control  
Cynthia Keaton  
225 104<sup>th</sup> Avenue, #106  
Treasure Island, Fl. 33706

2.12 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of

acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.14 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.



(b) By **VENDOR**. **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

2.15 **Insurance Requirements.** **VENDOR** shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** **VENDOR** shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** **VENDOR** shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** **VENDOR** shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** **VENDOR** shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by **VENDOR** to **SBBC**'s Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, **SBBC** has partnered with **EXIGIS** Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by **SBBC**'s Risk Management Department before any work commences to permit **VENDOR** to remedy any deficiencies.

VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

#### 2.16 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.17 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds



have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.19 **Incorporation by Reference.** Attachments A, B, and C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party

additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

**3.05 Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro-rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

**3.06 Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**3.07 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.08 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

**3.09 Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.



3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual

expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal) N/A

**STRATEGIC COST CONTROL, INC.  
d/b/a CORPORATE COST CONTROL**

ATTEST:

By Cindee Keaton

TJ Rooney  
TIM ROONEY, Secretary  
-or-

Print Name Cindee Keaton

Title VP of Client Services

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF New Hampshire

COUNTY OF Rockingham

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 5/8/2020 (date) by  
CINDEE KEATON, VP of CLIENT SERVICES (name of officer or agent, title of officer or agent) of  
CORPORATE COST CONTROL (name of corporation acknowledging), a  
MASSACHUSETTS (state or place of incorporation) corporation, on behalf of the  
corporation. He/she is  personally known to me (underline if appropriate) or has produced  
\_\_\_\_\_  
not first take an oath this 8th (type of identification) as identification and who  did/ did  
not first take an oath this 8th day of MAY, 2020.

My Commission Expires: 8/26/20

(SEAL)



Sally T. Goodwin  
Signature - Notary Public

SALLY T. GOODWIN  
Printed Name of Notary

N/A  
Notary's Commission No.



SCOPE OF SERVICES

1. VENDOR shall process all unemployment compensation claims submitted by SBBC at the time of filing and present reasons for claimant termination to the appropriate state agency office.
2. VENDOR shall work within the guidelines of the Trade Adjustment Assistance Act of 2011 (Unemployment Insurance Integrity Law)
3. VENDOR shall comply with the Florida Department of Economic Opportunity (DEO) Connect system.
4. VENDOR shall provide a professional representative to attend all hearings (by telephone or in person) unless excused by SBBC on a case by case basis at the sole discretion of SBBC.
5. VENDOR shall follow through on all protested claims and unprotested claims, and provide complete administrative services for all matters relating to the same, dealing directly with the state agency on behalf of SBBC.
6. VENDOR shall serve as the designated Agent of Record with SBBC, providing an address of record for receipt of all benefit claim forms and hearing notices and related documents for Unemployment Compensation Services. VENDOR shall file the form with the appropriate government agency. Agent of Record shall only be in effect for the term of this Agreement or unless terminated earlier pursuant to Section 3.05 of this Agreement.
7. VENDOR shall review evidence to be presented in support of SBBC's position at appeal and review strategies to pursue in the appeal hearing.
8. VENDOR shall assure all documentary evidence is provided to SBBC representatives prior to the stated deadline.
9. VENDOR shall forward SBBC documents to State DEO at the initial claim process to be entered as exhibits to SBBC and other required parties in sufficient time prior to the appeal hearing.
10. VENDOR shall assertively pursue all contacts to schedule all telephone hearings. Assure all will be in place at the appointed time.
11. VENDOR shall use an employment/income verification service as provided in **Attachment H** of the RFP.
12. VENDOR shall meet all delivery requirements referenced in **Attachment G** of the RFP.

**SCOPE OF SERVICES**

13. VENDOR shall utilize the SaaS (Cloud) provider model and provide data migration as stated in their Proposal under Section 4.4.2.13, Page 15, at no additional cost to SBBC.
14. VENDOR shall provide a system's user account and access management strategy as stated in their Proposal, Section 4.4.2.14, page 15.
15. VENDOR shall not impose storage limits or income/employment information to SBBC.
16. VENDOR shall provide the system's physical security measures to safeguard its servers as agreed in their Proposal, Section 4.4.2.16, page 15.
17. VENDOR shall provide system's intrusion prevention and detection capabilities as agreed in their proposal, Section 4.4.2.17, page 15.
18. VENDOR shall provide services and data recovery in the event of a disaster as outlined in their Proposal, Section 4.4.1.8, page 13.
19. Employees can access VENDOR's website and obtain four (4) free verifications per year. In addition, VENDOR will provide twenty-five (25) free vouchers annually, to SBBC, for disbursement as SBBC sees fit. Unused vouchers will expire at the term of this Agreement.
20. VENDOR shall not resell employment information to third parties.
21. VENDOR shall update SBBC on changes in laws and/or regulations pertaining to applicable unemployment compensation laws.
22. VENDOR shall provide training and/or education materials to ensure SBBC staff assigned responsibility for overall day-to-day management of SBBC's unemployment compensation program are properly trained.
23. VENDOR shall offer at least two (2) local workshops per year for SBBC personnel to advise them of responsibilities and potential liabilities associated with handling matters related to unemployment issues, at VENDOR's cost.
24. VENDOR shall, when applicable, send to SBBC tax alerts, bulletins, and quarterly unemployment newsletters.
25. VENDOR shall place all claims under individual audit for the full duration of the benefit year to control the accuracy of the benefit payments and the proper application of the governing regulatory provisions.
26. VENDOR shall review individual claimant's wage reports and record such data as may be required for future audit of benefit charges.



SCOPE OF SERVICES

27. VENDOR shall audit all statements of benefit charges.
28. VENDOR shall review each quarterly contribution report when a copy is submitted by SBBC.
29. VENDOR shall seek corrections and adjustments in SBBC's unemployment account(s) for all illegal, erroneous and excessive charge entries.
30. VENDOR shall maintain an accounting of all benefit charges, tax credits and adjustments to SBBC's unemployment account(s).
31. VENDOR shall consult with SBBC whenever necessary or requested to give advice and recommendations on personnel and administrative procedures pertinent to the control and reduction of unemployment compensation costs.
32. VENDOR shall inform SBBC of significant alternations of the applicable unemployment compensation statutes, regulations and interpretations thereof, which may require procedural and/or policy changes relative to SBBC's personnel or accounting practices.
33. As the need arises and as requested, VENDOR shall assist SBBC in developing personnel policies which are in keeping with sound practice, with statutory limitations, and evaluate the need for utilizing such policies in the reduction of unemployment compensation costs.
34. VENDOR shall provide quarterly and annual reports, in hard copy and editable electronic online formats giving detailed summary data on all unemployment-related activity to SBBC. (See **Attachment B** of this Agreement).

## DELIVERABLES

VENDOR shall provide quarterly and annual reports, in hard copy and manipulative able electronic online formats giving detailed summary data on all unemployment-related activity to SBBC. These reports shall be delivered or made available to The School Board of Broward County, Florida, HR Support Services, 7720 W. Oakland Park Blvd., Suite 101A, Sunrise, Florida 33351-6704. These reports are due within ten (10) calendar days of each period ending date. These reports shall describe the unemployment experience of SBBC's account, indicate the results of the proposer's activities on behalf of SBBC, and provide a basis for evaluating the services provided by the proposer. At a minimum, these reports shall include a statistical summation printout citing total claims activity and benefit cost allocations. The summation printout should include, but not be limited to:

- ✓ The total number of claims under audit (new claims and claims initiated during previous contract periods).
- ✓ The number of benefit charges that were eliminated from being assigned to the account.
- ✓ The potential liability avoided through the protest of claims during the contract period.
- ✓ The number of new claims successfully protested.
- ✓ The percentage of new claims protested.
- ✓ State agency overcharges errors uncovered by the audit.
- ✓ List the number of hearings, the number of hearings attended and the number of hearings coached (all levels).
- ✓ Total benefit charges to the account for the current as well as the previous tax rating period.
- ✓ Protested claims listings (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title and potential liability.
- ✓ U.C. claims activity – Assigned claims and charges (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title, separation code, potential liability, previous and current tax rating period charges, as well as credits.
- ✓ U.C. claims activity – Charges under protest (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title, separation code and the previous and current tax rating period protested charges.
- ✓ Description of termination and other codes.
- ✓ Summary of State of Florida Quarterly Benefit Charges.

Broward County Public Schools' (BCPS) logo shall be included in all the reports at no additional charge. SBBC will provide the VENDOR with the logo.



**SBBC will provide the following information for these types of Employment/Income Verifications Required by VENDOR.**

<b>Employment Only Verification</b>	Employer Company Code Employee Name Social Security Number User ID PIN As of Date Most Recent Hire Date Original Hire Date Job Title Employee Status Date of Termination (if applicable) Pay Frequency (Calendar Months)
<b>Employment &amp; Income Verification</b>	<p><b>*All items on Employment Verification plus:</b></p> Current Pay Rate YTD Gross Base Pay YTD Gross Over-time Pay YTD Gross Bonus Pay YTD Gross Commission Pay YTD Gross Other Income YTD Gross Total <i>Pay detail is recommended to be provided by various pay types, such as regular, overtime, vacation, bonus, commission, etc. Gross wages for each pay type is required.</i>
<b>Extended Verification provided for Government or Federal Agenices</b>	<p><b>*All items on Employment &amp; Income Verification plus:</b></p> Employee Home Address Pay Period End Date Date Paid/Check Date Total Hours worked for pay period Gross wages for pay period Net Pay for pay period

**Unemployment Data Requirements**

<b>Basic Unemployment Verifications</b>	UCX Account Number Date of termination/inactivity/retirement Reason code for termination/inactivity/retirement Last Day Worked Work State Work Location Code Identifier FEIN State Unemployment Insurance Account Number <i>Data elements listed are in addition to the data elements listed above under Employment Only Verification requirements.</i>
<b>Extended Unemployment Verifications</b>	Pay Period End Date Date Paid/Check Date Total Hours worked for pay period Gross wages for pay period Net Pay for pay period <i>When requested the VENDOR can provide a detailed pay statement that can include various pay types, such as regular, overtime, vacation, bonus, commission, etc. Gross wages for each pay type is required.</i>