

**UNIVERSAL MEMBERSHIP AGREEMENT**  
for  
**The Work Number® Social Services**

This **Universal Membership Agreement** (the "Agreement") is entered into by and between TALX Corporation (hereinafter "TALX" or "EVS") (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri, 63146, and the South Florida Workforce Investment Board (hereinafter "Agency" or SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida, 33126-1234.

**RECITALS:**

- A. TALX operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (TALX's services are collectively referred to herein as the "Service"); and
- B. SFWIB wishes to use the Service to verify certain Consumer information.

**NOW, THEREFORE**, the parties agree as follows:

1. **SCOPE OF THE AGREEMENT.** This Agreement consists of the general terms set forth in the body of this Agreement, Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.
2. **TALX OBLIGATIONS.** The Service will provide SFWIB with automated access to certain employment and/or income data ("Data") furnished to TALX by employers.
3. **SFWIB OBLIGATIONS.**
  - a. SFWIB shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.
  - b. SFWIB shall pay for the Services as set forth in an applicable Schedule A attached hereto. Unless otherwise provided for in such schedule, TALX may change the price of the Service and/or the Service Schedule and/or Description with thirty (30) days' notice. SFWIB's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided in Section 7 below. If SFWIB objects to the change in the price of the Service and/or the Service Schedule and/or Description, it may terminate the agreement without penalty prior to the expiration of the thirty (30) days.
  - c. SFWIB certifies that it will order Data from the Service only when SFWIB intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when SFWIB otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.  
  
SFWIB agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.
  - d. SFWIB certifies that it will comply with applicable provisions under Vermont law. In particular, SFWIB certifies that it will order Data relating to Vermont residents only after SFWIB has received prior Consumer

consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. SFWIB further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from TALX.

- e. SFWIB may use the Data provided through the Service only as described in this Agreement. SFWIB may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless SFWIB first obtains TALX's written consent, which will not be unreasonably withheld; provided, however, that SFWIB may discuss Consumer Data with the Data subject when SFWIB has taken adverse action against the subject based on the Data. SFWIB will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by TALX, except in any state where this contractual prohibition would be invalid. SFWIB will refer the Consumer to TALX whenever the Consumer disputes the Data disclosed by SFWIB. SFWIB will not interpret the failure of TALX to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. SFWIB may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). SFWIB may not access, use or store the Data or TALX Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without SFWIB first obtaining TALX's written permission.
- g. SFWIB represents it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. SFWIB acknowledges it shall employ decision making processes reasonable and appropriate to the nature of the transaction and will utilize the Data as part of its process.
- i. SFWIB represents it has written authorization from the Consumer to verify income. SFWIB need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event SFWIB is using the Service to collect on defaulted child support obligations, SFWIB is not required to obtain such authorization.
- j. SFWIB may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining TALX's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with TALX.
- k. In order to ensure compliance with this Agreement, applicable law and TALX policies, TALX may conduct reviews of SFWIB activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to SFWIB's requests for Data and/or its use of Data. SFWIB shall provide documentation within a reasonable time to TALX as reasonably requested for purposes of such review. SFWIB (i) shall cooperate fully with any and all investigations by TALX of allegations of abuse or misuse of the Services and allow TALX to access its premises, records, and personnel for purposes of such investigations if TALX deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). SFWIB shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. SFWIB may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address
Rick Beasley	Rick.Beasley@careersourcesfl.com

- I. Additional representations and warranties as may be set forth in each Schedule A.
4. **SFWIB USE OF SERVICE.** Data on the Service may be accessed by SFWIB to verify Consumer’s employment status (“The Work Number® Employment Verification”) or income (“The Work Number® Income Verification”) for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.
5. **DATA SECURITY.** This Section 5 applies to any means through which SFWIB orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term “Authorized User” means an SFWIB employee that SFWIB has authorized to order or access the Service and who is trained on SFWIB’s obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including SFWIB’s FCRA and other obligations with respect to the access and use of Data.
- a. SFWIB will, with respect to handling any Data provided through the Service:
1. ensure that only Authorized Users can order or have access to the Service,
  2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
  3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
  4. ensure that all devices used by SFWIB to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other security procedures and controls which are standard practice in the data protection industry (“Industry Standard Practices”), for example compliance with ISO 27001 standards,
  5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the SFWIB security codes, user names, User IDs, and any passwords SFWIB may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.
  6. change SFWIB passwords at least every ninety (90) days or sooner if SFWIB suspects an unauthorized person has learned the password; and perform at a minimum, quarterly entitlement reviews to recertify and validate Authorized User’s access privileges and disable the account of any SFWIB user who is no longer responsible for accessing the Service,
  7. adhere to all security features in the software and hardware SFWIB uses to order or access the Services, including the use of IP restriction,
  8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including, but not limited to, using individually assigned email addresses and not shared email accounts,
  9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,
  10. not use non-SFWIB owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must

be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, Industry Standard Practices for the type of Data received from TALX must be employed,

11. if SFWIB sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by TALX: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
  12. not ship hardware or software between SFWIB's locations or to third parties without deleting all TALX SFWIB number(s), security codes, User IDs, passwords, SFWIB user passwords, and any consumer information, or Data,
  13. monitor compliance with the obligations of this Section 5, and immediately notify TALX if SFWIB suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of TALX invoices for the purpose of detecting any unauthorized activity,
  14. if, subject to the terms of this Agreement, SFWIB uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of SFWIB's user names, security access codes, or passwords, and SFWIB will ensure the Service Provider safeguards SFWIB's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to SFWIB under this Section 5,
  15. use Industry Standard Practices to assure data security when disposing of any Data obtained from TALX. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of SFWIB's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
  16. use Industry Standard Practices to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) Data must be protected through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) access (both physical and network) to systems storing Data must be secure, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
  17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
  18. use Industry Standard Practices to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,
  19. provide immediate notification to TALX of any change in address or office location and are subject to an onsite visit of the new location by TALX or its designated representative, and
  20. in the event SFWIB has a security incident involving TALX Confidential Information, SFWIB will fully cooperate with TALX in a security assessment process and promptly remediate any finding.
- b. If TALX reasonably believes that SFWIB has violated this Section 5, TALX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to SFWIB and at TALX's sole expense, conduct, or have a third party who is under confidentiality obligations conduct on its behalf, an audit of SFWIB's network security systems utilized for the Service, facilities, practices and procedures to the extent

TALX reasonably deems necessary, including an on-site inspection, to evaluate SFWIB's compliance with the data security requirements of this Section 5.

6. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement, consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If any other law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.
7. **TERM AND TERMINATION.** The term for each Service is set forth in the applicable Schedule. This Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect. Either TALX or SFWIB may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to the other. If TALX believes that SFWIB has breached an obligation under this Agreement, TALX may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules immediately upon notice to SFWIB.
8. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to TALX.
9. **WARRANTY.** TALX warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to TALX's performance thereof. SFWIB acknowledges that the ability of TALX to provide accurate information is dependent upon receipt of accurate information from employers. TALX does not warrant that the Service will be error free, but warrants the Service will accurately reflect the information received from employers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, TALX MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF TALX KNOWS OF SUCH PURPOSE.
10. **INDEMNIFICATION.**
  - a. TALX shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from TALX's (including TALX's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work as TALX's agent under this Agreement) negligence, willful misconduct, or breach of this Agreement. TALX shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. TALX expressly understands and agrees that any insurance policies required by this Agreement or otherwise

provided by TALX shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

- b. The **SFWIB** shall indemnify and hold harmless **TALX**, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which **TALX** and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **SFWIB** or the **SFWIB's** officers, employees, agents, servants, partners, principals or subcontractors. The **SFWIB** shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of **TALX**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the **SFWIB** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the **SFWIB** arising out of the same incident or occurrence which exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **SFWIB** or the **SFWIB's** officers, employees, servants, agents, partners, principals or subcontractors.
  - c. **Term of Indemnification.** The provisions of this indemnification shall survive the expiration of this Agreement and shall terminate upon the expiration of the applicable statute of limitation.
- 11. LIMITATION OF LIABILITY.** In no event shall **TALX** or its officers, agents or employees be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the performance of this Agreement, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by **TALX** hereunder exceed the sum paid by **SFWIB** for the item of service which causes **SFWIB's** claim.
- 12. FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
- 13. ASSURANCES AND CERTIFICATIONS.** **TALX** shall provide a completed **Assurances and Certifications, Attachment 1**. **TALX** hereby certifies and assures that it will fully comply with the following:
- a. **Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
  - b. **Certification Regarding Lobbying (29 CFR Part 93)**
  - c. **Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
  - d. **Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
  - e. **Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
  - f. **Sarbanes-Oxley Act of 2002**
  - g. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
  - h. **Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**

i. **Discriminatory Vendors (section 287.134, Florida Statutes)**

**14. NON-CONSTRUCTION ASSURANCES AND CERTIFICATIONS.** TALX shall provide a completed **Non-Construction Assurances and Certifications, Attachment 2.**

**15. CODE OF BUSINESS ETHICS.** TALX shall comply with Sec. 2-8.1 of the Code of Miami-Dade County requiring contractors to adopt a Code of Business Ethics. TALX shall adopt the Greater Miami Chamber of Commerce Model Code of Business Ethics or a similar code and shall submit a **Code of Business Ethics Affidavit, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein stating TALX has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

**16. INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE.** The requirements of “the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes” set forth in **Attachment 4 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** attached hereto are incorporated herein by this reference and TALX agrees to comply with the same. TALX shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 5 (Applicable for contracts exceeding \$25,000).**

**17. MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by SFWIB without TALX’s prior written consent. This Agreement shall be freely assignable by TALX and shall inure to the benefit of and be binding upon the permitted assignee of either SFWIB or TALX. If any provision of this Agreement 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 Agreement 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. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party’s address in the first sentence of this Agreement or any substitute therefore provided by notice.

**18. COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile or otherwise. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.


By signing below, SFWIB acknowledges receipt of Exhibit 1, “Notice to Users of Consumer Reports Obligations of Users”; and SFWIB represents that SFWIB has read “Notice to Users of Consumer Reports Obligations of Users” which explains SFWIB’s obligations under the FCRA as a user of consumer report information.


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IN WITNESS WHEREOF, the parties have executed this Agreement with an effective date of December 1, 2017.

**South Florida Workforce Investment Board**

**TALX Corporation,  
provider of Equifax Verification Services**

*RM* By (signature):   
Name (print): Rick Beasley  
Title: Executive Director, SFWIB  
Date: 1/29/18

By (signature):   
Name (print): Ellen Stanko  
Title: V.P.  
Date: 2-7-2018



**UNIVERSAL MEMBERSHIP AGREEMENT**  
for  
**The Work Number® Verifier Services**

**Exhibit 1**

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website.

**Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

**A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are;

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is *initiated* by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. *Section 604(c)*. The particular obligations of users of "prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

### ***C. Users Must Notify Consumers When Adverse Actions Are Taken***

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA - such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

#### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

#### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

#### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### ***D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files***

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### ***E. Users Have Obligations When Notified of an Address Discrepancy***

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### ***F. Users Have Obligations When Disposing of Records***

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

## II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

## III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

### A. *Employment Other Than in the Trucking Industry*

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. *Section 615(b)(2)*

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

### B. *Employment in the Trucking Industry*

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

## IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

## VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(l), 604(c), 604(e), and 615(d)*. This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
  - The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
  - Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
  - The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.Resellers must make reasonable efforts to verify this information before selling the report.

### B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### ***C. Fraud Alerts and Resellers***

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621*. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. *Section 619*.

The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681  
Section 603 15 U.S.C. 1681a  
Section 604 15 U.S.C. 1681b  
Section 605 15 U.S.C. 1681c  
Section 605A 15 U.S.C. 1681cA  
Section 605B 15 U.S.C. 1681cB  
Section 606 15 U.S.C. 1681d  
Section 607 15 U.S.C. 1681e  
Section 608 15 U.S.C. 1681f  
Section 609 15 U.S.C. 1681g  
Section 610 15 U.S.C. 1681h  
Section 611 15 U.S.C. 1681i  
Section 612 15 U.S.C. 1681j  
Section 613 15 U.S.C. 1681k  
Section 614 15 U.S.C. 1681l  
Section 615 15 U.S.C. 1681m  
Section 616 15 U.S.C. 1681n  
Section 617 15 U.S.C. 1681o  
Section 618 15 U.S.C. 1681p  
Section 619 15 U.S.C. 1681q  
Section 620 15 U.S.C. 1681r  
Section 621 15 U.S.C. 1681s  
Section 622 15 U.S.C. 1681s-1  
Section 623 15 U.S.C. 1681s-2  
Section 624 15 U.S.C. 1681t  
Section 625 15 U.S.C. 1681u  
Section 626 15 U.S.C. 1681v  
Section 627 15 U.S.C. 1681w  
Section 628 15 U.S.C. 1681x  
Section 629 15 U.S.C. 1681y

**UNIVERSAL MEMBERSHIP AGREEMENT**  
for  
**The Work Number® Social Services**

**Exhibit 2**

**VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned, South Florida Workforce Investment Board ("SFWIB"), acknowledges that it subscribes to receive various information services from TALX Corporation ("TALX"), provider of Equifax Verification Services, in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with SFWIB's continued use of TALX services in relation to Vermont consumers, SFWIB hereby certifies as follows:

Vermont Certification. SFWIB certifies that it will comply with applicable provisions under Vermont law. In particular, SFWIB certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after SFWIB has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. SFWIB further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from TALX.

Agency: SFWIB

Signed By: \_\_\_\_\_

Printed Name and Title: Rick Beasley, Executive Director, SFWIB

Date: 1/29/18

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: Rick Beasley

Title: Executive Director, SFWIB

Mailing Address: 7300 Corporate Center Drive, Suite 500, Miami, Florida, 33126-1234

E-Mail Address: Rick.Beasley@careersourcesfl.com

Phone: 305-929-1502 Fax: 305-470-5523

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
  - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
  - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud--Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

**UNIVERSAL MEMBERSHIP AGREEMENT  
SCHEDULE A – BATCH SOCIAL SERVICE  
FEES AND SERVICE DESCRIPTION**

**I) SFWIB USE OF SERVICE:**

The Work Number<sup>®</sup> is an employment verification service provided by TALX Corporation (“TALX”) (a provider of Equifax Verification Services), a Missouri corporation, to its employer clients. Data on the Service may be accessed by SFWIB to verify Consumer’s employment status (“The Work Number<sup>®</sup> Employment Verification”) or income (“The Work Number<sup>®</sup> Income Verification”) for commercial purposes. TALX shall provide the Service in accordance with the Universal Membership Agreement (“Agreement”), Exhibit 1 to the Agreement and this Schedule A (which is part of this Agreement). All defined terms used herein shall have the meaning ascribed to them in the Agreement.

- a) **Batch Social Service Product.** The Work Number<sup>®</sup> Employment Verification, provided in a batch-only delivery mode (“The Work Number<sup>®</sup> eBatch Service”), includes the Consumer’s (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, and (vi) position title, where available. The Work Number<sup>®</sup> Income Verification may include, without limitation, The Work Number<sup>®</sup> Employment Verification plus the Consumer’s (i) employer wage garnishment address, where available, (ii) pay rate, and (iii) up to three (3) years of YTD gross income details. Company will request The Work Number<sup>®</sup> Employment or The Work Number<sup>®</sup> Income Verifications via the Work Number<sup>®</sup> eBatch Service website on a minimum of 100 Consumers per request.
- b) **Delivery.** TALX will post a return file of The Work Number<sup>®</sup> Employment and The Work Number<sup>®</sup> Income Verifications via The Work Number<sup>®</sup> eBatch website.
- c) **Input Requirements.** The Service requires that SFWIB periodically create and deliver a request file of Consumer social security numbers to TALX via the Work Number<sup>®</sup> eBatch website. TALX will process the request file and deliver The Work Number<sup>®</sup> Employment and/or The Work Number<sup>®</sup> Income Verifications on social security numbers for which it has Data. Each party will bear the cost of producing their batch files. SFWIB will request The Work Number<sup>®</sup> Employment Verifications via the Work Number<sup>®</sup> eBatch Service website on a minimum of 100 Consumers per request.

**II) PRICING:**

**Verification Fees:            Annual Minimum Payment: \$366,480**

Monthly Minimum Amount	Annual Transaction Ceiling	Cost Above Ceiling
\$29,990 per month \$550 monthly account servicing fee	50,000	\$7.45

- The request by SFWIB and the performance by TALX of an Employment Verification (and/or Income Verification, if applicable) under this Schedule and Schedule A shall be referred to as “Transaction(s)”. The Annual Minimum payment shall be charged to SFWIB for all Transactions up to and including the annual Transaction Ceiling. For Transactions charged against the Annual Transaction Ceiling, SFWIB will be billed monthly as noted in the pricing section above. Each Transactions performed above the Annual Transaction Ceiling will be charged at \$7.45 per Transaction and shall also be billed monthly. The annual amounts are from December 1, 2017 through November 30, 2018 (“Annual Term”). In the event that SFWIB does not use all Transactions allotted under the Annual Transaction Ceiling during the current Annual Term, at the end of the Annual Term TALX shall bill and SFWIB shall pay the amount equal to the difference between the Annual Minimum Payment and the amount previously billed during such Annual Term for Transactions actually completed.
- Transactions allotted under the Annual Transaction Ceiling that are not used during the current Annual Term will not be available for use in any subsequent Annual Term.
- Notwithstanding any provision to the contrary herein or the Agreement, in the event SFWIB terminates this Schedule A prior to the end of the Schedule Term and not as a result of a change in Services or pricing by TALX, SFWIB shall pay thirty-five percent (35%) of the remaining Annual Minimum Payment due under the term of this Schedule. Except as



otherwise provided under this Schedule, the date of termination shall not be prior to three (3) days following the date SFWIB mails the termination letter to TALX.

III) **SCHEDULE TERM:** This Schedule A shall be in effect from December 1, 2017, through November 30, 2018.

IV) **PAYMENT TERMS AND TAXES:** Invoices are due net thirty (30) days with one and a half (1.5%) percent interest per month applied over forty five (45) days. Invoices outstanding over forty five (45) days will result in loss of access to the Service. Except to the extent that SFWIB has provided an exemption certificate, direct pay permit or other such appropriate documentation, TALX shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon TALX's net income and any taxes or amounts in lieu thereof paid or payable by TALX as a result of the foregoing excluded items. If payment is made by credit card, TALX will charge the credit card each month for transactions completed in the prior month. SFWIB will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon SFWIB's request and are subject to additional monthly fees. Such fees are subject to modification by Equifax at intervals of no less than one year, upon prior written notice.

V) **MODIFICATION OF SERVICE DESCRIPTION:** TALX may modify this Service Description on thirty (30) days notice to SFWIB. SFWIB may terminate the Service, without penalty, within thirty (30) days after notice of a modification to the Service Description on written notice to TALX. Absence of such termination shall constitute SFWIB's agreement to the modification.



## ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Contractor has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)
- B. Certification Regarding Lobbying (29 CFR Part 93)
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)
- F. Sarbanes-Oxley Act of 2002
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)
- I. Discriminatory Vendors (section 287.134, Florida Statutes)

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor's subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

**B. CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**D. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY ASSURANCES**

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, gender identity, gender expression or sex stereotyping (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972, (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975, (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;

6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, "Equal Employment Opportunity," as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression or sexual orientation.

The Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I and TANF - financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF - financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

**E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES**

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

**F. SARBANES-OXLEY ACT OF 2002**

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

**Provisions of the Act – Title XI – Corporate Fraud Accountability**

**Section 1102 – Tampering with a record or otherwise impeding an official proceeding** – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both".

**Section 1107 – Retaliation against Informants** – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both".

**G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)**

As a condition of a contract, the Contractor assures that the Contractor will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, FLORIDA STATUTES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES**

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.**

TALX Corporation  
Contractor Name

Ellen Stanko  
Vice President

\*Name and Title of Authorized Representative

Ellen Stanko  
Signature of Authorized Representative

2-7-2018  
Date

\*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469e-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Ellen Stanko</i>	TITLE <i>V.P.</i>
APPLICANT ORGANIZATION <i>TALX Corporation</i>	DATE SUBMITTED <i>2-7-2018</i>



**CODE OF BUSINESS ETHICS AFFIDAVIT**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: Ellen Stanko Signature of Affiant      February 7 2018 Date

Ellen Stanko, V.P. Printed Name of Affiant and Title      614-019151811011 Federal Employer Identification Number

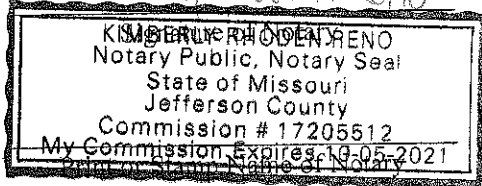
TALX Corporation Printed Name of Firm

\_\_\_\_\_  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 8 day of Feb, 2018

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

Kimberly Rhoden RENO  
Kimberly Rhoden RENO

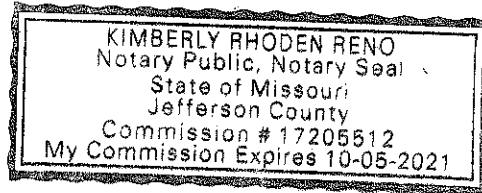


Serial Number

10-05-2021

Expiration Date

Notary Public -- State of Missouri



Notary Seal

**CODE OF BUSINESS ETHICS AFFIDAVIT**  
Code of Miami-Dade County Section 2-8.1(i)

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By: Ellen Stanko Signature of Affiant      February 7 2018 Date

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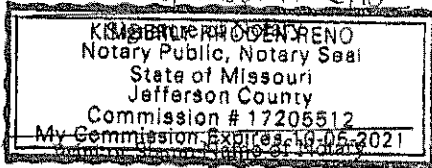
TALX Corporation Printed Name of Firm

11432 Lackland Road, St Louis, MO 63146 Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 8 day of Feb, 2018

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

Kimberly Rhoden RENO  
Kimberly Rhoden RENO

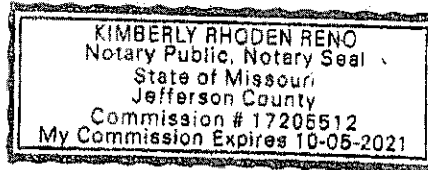


Serial Number

10-05-2021

Expiration Date

Notary Public - State of Missouri



Notary Seal



**STATE AND LOCAL WORKFORCE DEVELOPMENT BOARD  
CONTRACTING CONFLICT OF INTEREST POLICY**

**BACKGROUND**

The following policy was established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill and continued in accordance with Specific Appropriation 2006 of the 2011 General Appropriations Act.

The proviso language for Specific Appropriation 2006 prohibited the use of state or federal funds by a regional workforce board "for any contract exceeding \$25,000 between a regional workforce board] and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Agency for Workforce Innovation and [CareerSource Florida, Inc. (CSF)]" The proviso language was incorporated into and made a part of this policy.

This policy was modified in 2011 to prohibit a contract between local workforce development boards (local) and their board members or other persons or entities that may benefit financially from a contract (as defined in paragraph l(g) below), providing four exemptions to the prohibition to allow the workforce boards to provide statutorily-mandated services.

This policy was again modified in 2012 to comply with the Legislature's adoption of Chapter 2012-29, Laws of Florida, requiring contracts under \$25,000 to be reported to CSF and requiring that contracts with relatives of workforce board employees be approved by a two-thirds vote and go through the review and approval process.

The policy currently complies with section 445.007(1) and (11), Florida Statutes.

**POLICY**

**l) Definitions**

For the purposes of this policy, the following definitions apply:

- a) "Board" means one of Florida's 24 local boards or CSF.
- b) "Contract" means a written agreement funded by state or federal funds, to which a local board or CSF is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For the purposes of this policy, "contract" includes the proposed contract. This term does not include:

- i) Retail purchases for which no written contract is executed;
  - ii) The purchase of utility services for use by a board;
  - iii) Staff employment contracts (other than contracts with members of a board or relatives of board members); and,
  - iv) Membership fees and sponsorships to professional organizations.
- c) "Entire board" means the complete membership of the board at the time a contract is submitted to a vote. It includes board members who have a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) "Quorum" means that minimum number of members of the board required to be present for the board to transact business as established by the board's bylaws (or, in the absence of bylaws, as has otherwise been established by the board.)
- e) "When a quorum has been established" means the contemporaneous meeting of a sufficient number of members to constitute a quorum, in person and/or through accepted electronic means.
- f) "has any relationship with the contracting vendor" means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and sub recipient are the same.
- g) "benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal who retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal who retains the member or the special private financial gain to any member's relative or business associate or to a board employee or a board employee's relative and such benefit is not remote or speculative. "Personally benefit financially" means a special private financial gain to a member only.
- h) "Owner" means any ownership interest in a privately owned contracting entity or a majority interest in a publicly held contracting entity.
- i) "Principal of a contractor" means an owner or high-level management employee with decision-making authority.
- j) "Employee" means a person employed full-time by a local board working in a managerial or supervisory capacity or who has direct contract management or direct fiscal involvement with the contract being voted on by a board.

- k) "Relative" is defined as "father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law." Section 12.3143(1)(c), Florida Statutes.
- l) "Utility services" include telephone, cable, electricity, water, gas, waste and sewage services, and other similar services.
- m) "Federal, state or other governmental workforce programs" means Incumbent Worker Training (section.445.003(3)(a)(3), F.S.), Quick Response Training (Section 288.047, Florida Statutes), Employed Worker Training, On the Job Training, customized training and other career center training provider services.

**II) Prohibition Against a Board Contracting with its Board Members**

No board (CSF or a local board) shall enter into a contract with its board members, with organizations represented by its board members or with entities in which its board members have a relationship with the contracting vendor.

At a board's discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in section 112.312(2), Florida Statutes, including, but not limited to, those statutorily required to be board members) when said agency is represented by a board member and said member does not personally benefit financially from such contracts.
- b) A contract with a board member or a vendor (when a board member has any relationship with the contracting vendor) in which the contract relates to that member's appointment to the board under section 107(a)(2), Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA).
- c) A contract with a board member receiving a grant for workforce services under federal, state or other governmental workforce programs.
- d) A contract between a board and a board member which is not exempted under paragraphs II(a), II(b) or II(c) in which the board documents exceptional circumstances and/or need and the board member does not personally benefit financially from the contract. Based upon criteria developed by CSF, DEO shall review the board's documentation and assure compliance.
- e) Each contract that is exempted from the general prohibition in paragraph II must meet the requirements set forth in paragraph III below, including, but not limited to, the requirements of the criteria established in the "conflict of interest" provisions under section 101(f), Workforce Innovation and Opportunity Act of 2014. However, since section 445.007(11), FS requires CSF to perform the review and approval process pertaining to local board contracts, CSF contracts shall not be subject those provisions of this policy pertaining to review and approval processes.

### III) Requirements of Section 445.007, Florida Statutes

A board must comply with all requirements of section 445.007, Florida Statutes, prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph l(g) above). These requirements are:

- a) All contracts between a board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph l(g) above) must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from a contract (as defined in paragraph l(g) above) must be disclosed in a board meeting and must be recorded in the minutes of said meeting before a vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and two-thirds vote requirements. All other known conflicts must be disclosed before a vote can take place. If a board member or employee discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with section 112.3143(4)(b), Florida Statutes. Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph l(f) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of CSF.
- d) A board must submit all contracts equal to or greater than \$25,000 with board members or other persons or entities who could benefit financially from the contract to DEO along with documentation, as specified by this policy, demonstrating compliance with section 445.007, Florida Statutes.
- e) A contract of less than \$25,000 between a local board and a member of that board or between a relative of a board member or of an employee of the board is not required to have the prior approval of CSF, but must be approved by a two-thirds vote of the board, once a quorum is established and after full disclosure, with the member's abstention and must be reported to DEO and CSF within 30 days after approval.
- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph l(g) above) in which the board will receive monies or other compensation (such as a board member paying rent to the board or paying for board services) are exempt from this policy.
- g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a board member or persons or entities who could benefit financially from said contract must be approved under the

same procedure as original contracts. Any amendments to a contract that could benefit financially a board member or another person or entity (as defined in paragraph I(g) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments that do not benefit financially a board member or other person or entity (as defined in paragraph I(g) above) may be approved by a regular majority vote when there is a quorum according to board rules and/or bylaws.

- h) All other requirements of section 445.007, Florida Statutes, must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in section 112.3143, Florida Statutes.
- i) To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally or their relatives. To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph I(g) above).
- j) A contract that is initially subject to the requirements of section 445.007, Florida Statutes, due to a board member's, an employee's, an employee's relative's, or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board's employment or other actions have removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish a board's obligations to comply with the "conflict of interest" provisions under section 101(f), Public Law 113-128, (WIOA).

#### **IV) Review Criteria**

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph I(g) above) must be reviewed by DEO to ensure that these requirements have been met:

- a) The contract met one or more of the exemptions to the prohibition under paragraph II;
- b) The board approved the contract with a two-thirds vote when a quorum was established;
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and,

- d) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

**V) Required Documentation**

For each contract equal to or greater than \$25,000, a board must electronically submit, after the board's approval of the contract, a completed contract information form certified by the board chair or vice chair as correct and true to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) containing the following information:

- a) Identification of all parties to the contract;
- b) Description of goods and services to be procured;
- c) Value of the contract, contract renewal or contract extension;
- d) Contract term including starting date and ending date;
- e) Contract number or identifying information, if any;
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by a two-thirds vote;
- g) The nature of the conflict of interest in the contract;
- h) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and, for those in attendance, the affirmative and negative votes and abstentions for each member;
- i) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in section 112.3143, Florida Statutes, submitted at or before the board meeting in which the vote took place, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) above); and,
- j) Other information as specified on the contract information form.

DEO and CSF will review this documentation to ensure compliance with the statutory requirements listed in paragraph III above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. DEO will electronically submit in writing to CSF, within five (5) business days of receiving all of the required documentation, its recommendation of whether the statutory requirements were met. CSF will then electronically transmit in writing within three (3) business days after receipt of DEO's written recommendation its approval or disapproval.



The board may not execute the contract until CSF approves the contract. However, the contract must be executed and performance begun within a reasonable time following approval. Seeking "blanket" approval for potential future contracts with board members is not within the spirit of the policy and all such attempts shall be denied.

#### **VI) Request for Review When Contract Approval Is Denied**

A party to the contract may request a review of CSF's disapproval of a contract. Strict compliance with the following procedures is required:

- a) The request for review must be in writing, must state specific grounds for review and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by CSF not later than ten (10) calendar days from the date of CSF's denial. The request may be submitted electronically to CSF's administrative entity for contract review, the Department of Economic Opportunity (DEO), through the email address [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) or directly to CSF by any other means of delivery, i.e. mail service, hand delivery, facsimile, etc.. Any request for review that is not received by CSF or DEO within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the CSF President or designee will issue a final decision on the request for review. The Chair of the CSF Board of Directors or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the CSF Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

#### **VII) Effective Dates of Policy**

- a) These modifications shall be in effect upon CSF's adoption at its May 17, 2017, Board of Directors meeting.



DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, Ellen Stanko, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization / OR "Other" (describe) Local Workforce Development Board (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board:

Contractor Name & Address: Equifax, 11432 Lickland Road, St. Louis, MO 63146

Contractor Contact Phone Number:

Description or Nature of Contract: Employment and Income Verification

Description of Financial Benefit\*: N/A

For purposes of the above contract the following disclosures are made:

The contractor's principals\*\*/owners\*\*\*: (check one)

[X] have no relative who is a member of the board; OR [ ] have a relative who is a member of the board, whose name is:

The contractor's principals\*\*/owners\*\*\* [ ] is [X] is not (check one) a member of the board. If applicable, the principal's/owner's name is:

Signature of Board Member/Employee: Ellen Stanko

Print Name: Ellen Stanko

Date: 2-7-2018

\* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

\*\* "Principal" means an owner or high-level management employee with decision-making authority. \*\*\* "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.



DISCLOSURE AND CERTIFICATION OF  
CONFLICT OF INTEREST IN A CONTRACT

I, Ellen Stanko, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization / OR "Other" (describe) \_\_\_\_\_  
(circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: CareerSource South Florida

Contractor Name & Address: Equity, 11432 Larklane Road, St. Louis, Mo 63146

Contractor Contact Phone Number: 314-214-7000

Description or Nature of Contract: Employment and Income Verification

Description of Financial Benefit\*: N/A

For purposes of the above contract the following disclosures are made:

The contractor's principals\*\*/owners\*\*\*: (check one)

have no relative who is a member of the board; OR  
 have a relative who is a member of the board, whose name is: \_\_\_\_\_

The contractor's principals\*\*/owners\*\*\* is  is not (check one) a member of the board. If applicable, the principal's/owner's name is: \_\_\_\_\_

Ellen Stanko  
Signature of Board Member/Employee

Ellen Stanko  
Print Name

2-7-2018  
Date

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