

AMENDMENT TO THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment ("**Amendment**") is by and between TALX Corporation (a provider of Equifax Verification Services) ("**EVS**"), and South Florida Workforce Investment Board ("**Company**"), and is effective as of this March 1, 2019 ("**Effective Date**"). This Amendment is entered into with the express agreement that except as addressed herein, all terms, conditions and stipulations contained in the Universal Membership Agreement between EVS and Company, dated on December 1, 2017, and any amendment and addendums hereto (collectively the "**Agreement**"), shall remain in full force and effect and without any change or modification whatsoever. For the purposes of this Amendment, all capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

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

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

1. Section 3 of Schedule A – Batch Social Service, dated December 1, 2017, of the Agreement is hereby amended to be effective from December 1, 2017 through February 28, 2019.
2. Effective March 1, 2019, the attached Schedule A hereby replaces the current Schedule dated on December 1, 2017.

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

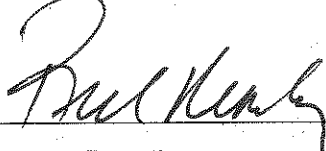
Miscellaneous; Other Terms. Neither this Amendment nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.


This Amendment is accepted and agreed to by the following authorized representatives of the parties and each person signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below.

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

South Florida Workforce Investment Board

TALX Corporation, provider of Equifax
Verification Services

By: 
Name: Rick Beasley
Title: Executive Director, SFWIB
Date: 3/18/19

By: 
Name: Ellen Stanko
Title: V.P.
Date: 4/11/2019

UNIVERSAL MEMBERSHIP AGREEMENT
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE – VOLUME COMMITMENT PRICING
ADDITIONAL TERMS AND CONDITIONS, SERVICE DESCRIPTION, AND FEES

AGENCY: South Florida Workforce Investment Board

EFFECTIVE DATE OF THIS SCHEDULE: March 1, 2019 (If blank or dated prior to the effective date of the UMA, the Effective Date of this Schedule shall be the date of the latter signature, below, or the effective date of the UMA, whichever is later.)

The Universal Membership Agreement between TALX Corporation (a provider of Equifax Verification Services) (“EVS”) and South Florida Workforce Investment Board (“Agency” or “SFWIB”) dated on December 1, 2017 and Exhibits thereto (the “UMA”) contain defined terms. Unless otherwise expressly noted, when used herein, these defined terms shall have the meanings given to them in the UMA. The UMA and the Schedules, thereto, collectively constitute the “Agreement”.

- I. **TERM:** The Term of this Schedule shall begin on March 1, 2019 and continue through February 29, 2020 (“Initial Term”). Upon expiration of the Initial Term, this Schedule may be renewed annually in one (1) year increments (each a “Renewal Term”) contingent upon satisfactory performance and availability of funding to the SFWIB upon the same terms and conditions in this Agreement. If SFWIB wishes to renew this Agreement upon different terms and conditions reflected in this Agreement, the Agreement may be renewed upon terms and conditions that the Parties agree to in writing. The SFWIB reserves the right to negotiate the annual payment commitment at each renewal term.
- II. **AGENCY USE OF SERVICE:** The Work Number® Express Social Service is an employment and income verification service provided by TALX Corporation (a provider of Equifax Verification Services), a Missouri corporation (“EVS”). EVS shall provide the Service to Agency in accordance with the Universal Membership Agreement, which includes any Exhibits and Schedules thereto, including this Schedule A (the “Agreement”). All defined terms used in this Schedule A shall have the meaning ascribed to them in the UMA.
- a) **Description:** A Social Security Number Search (“SSN Search”) occurs when Agency submits an SSN to the Service. A verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail.
- b) **Delivery:**
- i) **Online.** The Service may be delivered online, providing automated access to requested Data, by inputting the Consumer’s social security number at the relevant website.
- ii) **Batch.** Agency may request the Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS’s standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements, herein, EVS will deliver a return file of Data via the secure batch website.
- III. **FEES AND RELATED TERMS:** Fees for Services provided under this Schedule A are as follows:
- a) **Setup Fee:** \$WAIVED one-time (will be included on first invoice)
- b) **Account Service Fee:** \$400.00 per month (If more than one invoice is required per month, the ASF will be split evenly among the invoices with a minimum of \$N/A per invoice.)

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c) Transaction Fees:

Minimum Term Payment Commitment	Number of Transactions Included with Minimum Annual Payment Commitment	Monthly Installment Charge (i.e., Minimum Term Payment Commitment divided into 12 equal installment payments)	Overage Charges Per Transaction
\$ 227,500.08	FREE/Unlimited SSN Search Transactions	\$ 18,958.34	\$ FREE/Unlimited Per SSN Search Transaction
	25,000 Verification Report Transactions		\$ 9.35 Per Verification Report Transaction

- d) An SSN Search and a returned Verification Report are each a type of "Transaction". Each SSN Search constitutes a separate SSN Search Transaction, and each Verification Report returned constitutes a separate Verification Report Transaction. Transaction Fees are based on one use/decision per Transaction.
- e) If, during any month, Agency exceeds the number of Transactions included with the Minimum Term Payment Commitment, applicable Overage Charges will be charged in addition to the Monthly Installment Charge for the remainder of the then-current Term.
- f) If Agency terminates this Schedule prior to the end of the current Term (be it the Initial Term or a Renewal Term), Agency shall pay an early termination fee ("ETF") equal to the Minimum Term Payment Commitment less Transaction Fee amounts already paid under this Schedule. SFWIB reserves the right to not renew at the end of the Term (be it the Initial or Renewal Term) without penalty.

- IV. **PAYMENT:** Payment for Services under this Schedule will be made directly to Carahsoft Technology Corporation in the manner agreed to by Agency and Carahsoft Technology Corporation.
- V. **MODIFICATION OF SCHEDULE A:** EVS may modify this Schedule A, including pricing on thirty (30) days' notice to Agency, which notice may be provided by the account manager, Carahsoft Technology Corporation. Agency may terminate the Agreement and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to Carahsoft Technology Corporation. Absence of such termination shall constitute Agency's agreement to the modification.

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CONTACT INFORMATION

Agency/Organization / Agency Name:	<u>South Florida Workforce Investment Board</u>	Address:	<u>7300 Corporate Center Drive</u>
DBA or Management Agency, if different:	<u>CareerSource South Florida</u>	City:	<u>Miami</u>
Website address:	<u>www.careersourcesfl.com</u>	State:	<u>Florida</u>
Main Contact:	<u>Marian M. Smith</u>	Zip Code:	<u>33126</u>
Title:	<u>Assistant Director, Administration</u>	E-mail:	<u>Marian.Smith@careersourcesfl.com</u>
Phone #:	<u>305-929-1510</u>	Fax #:	<u>305-477-0113</u>
Supervisor:	<u>Rick Beasley</u>	Supervisor Phone#:	<u>305-929-1501</u>

ADDITIONAL USER INFORMATION

IMPORTANT: All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	<u>Name</u>	<u>E-mail Address</u>
User1:	<u>Elizabeth Santis</u>	<u>Elizabeth.santis@careersourcesfl.com</u>
User2:	<u>Edward Polow</u>	<u>Edward.polow@careersourcesfl.com</u>
User3:	<u>Gustavo Malave</u>	<u>Gustavo.malave@careersourcesfl.com</u>
User4:	<u>Julio Navaez</u>	<u>Julio.navaez@careersourcesfl.com</u>
User5:	_____	_____

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users. Note: The "Main Contact" above will have the ability to add users via the **webManager** function. WebManagers have the ability to add, manage and approve users within the organization. If you have additional users, once Agreement is accepted, you will receive more information on how to register users.

BILLING INFORMATION

Billing Contact:	<u>Sofia Liu</u>	Billing Address:	<u>7300 Corporate Center Drive</u>
Billing Contact Title:	<u>Assistant Controller</u>	City:	<u>Miami</u>
Billing Phone #:	<u>305-929-1577</u>	State:	<u>Florida</u>
Billing Fax #:	<u>302-470-5525</u>	Zip Code:	<u>33126</u>
Billing E-mail:	<u>Cssf ap@careersourcesfl.com</u>	<i>Your invoice will be sent via E-mail.</i>	

Can we send your Invoice via e-mail? Yes No

If No, there will be a \$15.00/per month paper bill fee

Is your agency Tax Exempt? Yes No

If Yes, Please submit tax exemption certificate.

Agency Type:

- Federal/State/County/City/Local/Government Social Security Administration
 Non- Profit Organization Housing Authority
 For-Profit Organization Third Party Vendor for Government Agency
 Apartment Complex/Property Management Other: Please specify Local Workforce Development Board

Each program requires documented proof. Specific Program(s) that will use this service:

- Food Stamps TANF MEDICAID
 Fraud Investigations Child Support Enforcement Daycare Assistance
 Low-Income Energy Assistance Pre-Employment Work-related Assistance
 Low-Income Housing Mortgage Loans Collections
 Other: (Please indicate other programs that will use this service: WIOA (Work Program)

If you are an **Apartment Complex** or **Property Management Agency**, please answer the following questions:

How many units do you have? _____ How many of those are subsidized units? _____

Note: Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government. Are you affiliated with City/State Housing Authority? Yes No
If yes, please include the name: _____

Qualifications: In order to process your application, your agency/organization is required to provide proof (supporting documentation) of your need for employment and income verifications. Please provide the following:

<p>Federal/State/County/City/Local/Government</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 	<p>Social Security Administration</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility
<p>Non-Profit / For-Profit Organizations</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 3. Affiliation (contract) with a Federal/State/County/City/Local/Government 4. Funding source 	<p>Third Party Vendor for Government Agency</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 3. Affiliation (contract) with a Federal/State/County/City/Local/Government 4. Funding source.
<p>Housing Authority</p> <ol style="list-style-type: none"> 1. Copy of tenant's application 2. Income guidelines for low-income housing 3. Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement) 	<p>Apartment Complex/Property Management</p> <ol style="list-style-type: none"> 1. Copy of tenant's application 2. Income guidelines for low-income housing 3. Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

Failure to provide supporting documentation, which must include the name of your agency/organization/Agency name, may delay processing of your agreement or disqualify your application.

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