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

AGENCY: CareerSource Broward

EFFECTIVE DATE OF THIS SCHEDULE: 08/01/2020 (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 CareerSource Broward ("Agency") dated 08/01/2019 and Exhibits thereto (the "UMA") contain defined terms. EVS shall provide the Services to Agency in accordance with the UMA, including this Schedule A. Unless otherwise defined in this Schedule A, all defined terms used herein shall have the meaning ascribed to them in the UMA. The UMA and the Schedules, thereto, including this Schedule, collectively constitute the "Agreement".

- **I. TERM:** The Term of this Schedule shall begin on the Effective Date and continue for a period of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Schedule shall automatically renew annually in one (1) year increments (each a "Renewal Term").
- **II.** <u>AGENCY USE OF THE WORK NUMBER® SERVICE</u>: The Work Number® Express Social Service is an employment and income verification service provided by EVS.
 - A. <u>Description</u>: 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) OTHER EVS SERVICES.

The following Service is also available for use with The Work Number® Express Social Service through online. Agency will only be billed for this Service when Agency makes use of the Service.

Verification of Property Service ("Property Verification").

Property Verification is a Service that allows Agency to instantly confirm if an individual owns non-commercial residential property. Property Verification includes, where available: (i) Individual's Name; (ii) Social Security Number; (iii) Name on Deed; (iv) Property Use; (v) Property Address; (vi) Date of Transaction; (vii) Price on Transaction; (viii) Transaction Type; and (ix) Parcel Number. Information provided with this Service will also include (i) certain Consumer information, and (ii) information from Identity Scan TM, which is an on-line warning system containing information that can be used to detect possible or known identity theft and application fraud.

IV) TERMS AND CONDITIONS FOR VERIFICATION OF PROPERTY SERVICE

Delivery. The Property Verification Service will provide automated access to certain public tax record data via online.

Input. Agency may obtain a Property Verification by providing a consumer's first name, last name and social security number.

<u>FCRA</u>. The information provided as part of the Property Verification is not a consumer report, as defined in the FCRA and may not be used to determine eligibility for a permissible purpose under the FCRA or in any manner that would cause the date to be characterized as consumer report information under the FCRA.

<u>Use</u>. Information provided can be used for Agency's internal business purposes only, and is limited to a single use for the purpose in which it was obtained.

Provided as part of the Property Verification services, Identity ScanTM is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Agency will not use Identity ScanTM as part of its decision-making process for determining the consumer's eligibility for credit or any other FCRA permissible purpose. Agency may only use the alert or warning message from the Identity ScanTM system as an indication that the consumer's application information should be independently verified prior to a credit decision. Agency understands that the information supplied by Identity ScanTM may or may not apply to the consumer who has applied to Agency for credit. Agency also understands and agrees that data from the Identity ScanTM system is proprietary to Equifax and shall not be used as a component of any database or file built or maintained by Agency. The use of such data shall be limited to the specific transaction for which the Identity ScanTM alert message is provided.

<u>Gramm-Leach-Bliley ("GLB") Data.</u> The Consumer information provided through the Property Verification services is not a consumer report. Such Consumer information is subject to the requirements set forth in the GLB.

FCRA DISCLAIMER. THE PARTIES ACKNOWLEDGE THAT THE NON-FCRA VERIFICATION SERVICES DO NOT PROVIDE INFORMATION FURNISHED TO EVS BY EMPLOYERS AND ARE THAT SUCH SERVICES ARE NOT SUBJECT TO THE FAIR CREDIT REPORTING ACT ("FCRA") AND STATE LAW FCRA COUNTERPARTS. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF AND EXHIBITS TO THE UNIVERSAL MEMBERSHIP AGREEMENT WHICH REQUIRE COMPLIANCE WITH FCRA STANDARDS SHALL NOT APPLY TO THESE SERVICES.

<u>CERTIFICATION</u>. AGENCY CERTIFIES THAT IT WILL NOT USE ANY INFORMATION OBTAINED FROM THE NON-FCRA VERIFICATION SERVICES ("INFORMATION") IN SUCH A MANNER THAT CAUSES THE INFORMATION TO BE CHARACTERIZED AS A "CONSUMER REPORT" AS DEFINED IN THE FCRA. AGENCY AND EVS AGREE THAT THE NON-FCRA VERIFICATION SERVICES PROVIDED HEREUNDER SHALL NOT CONSTITUTE A CONSUMER REPORT UNDER THE FCRA.

V) FEES AND RELATED TERMS FOR EXPRESS SOCIAL SERVICE:

A. Setup Fee: \$\text{\$Waived one-time (will be included on first invoice)}/\$

B. Account Service Fee: \$140.00 per month (If more than one invoice is required per month, the ASF will be split evenly among the invoices).

C. Transaction Fees:

Minimum Monthly Payment Commitment	Number of Transactions Included with Minimum Monthly Payment Commitment	Overage Charges Per Transaction	
D5 275 50	Unlimited SSN SearchTransactions	\$0.00 Per SSN Search Transaction	
\$5,365.50	350 Verification Report Transactions	\$15.83 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. Agency will be invoiced monthly in arrears for the actual number of Transactions in the invoiced month, multiplied by the applicable per Transaction Fee. Each month's Transactions will be counted against the Number of Transactions Included with Minimum Monthly Payment Commitment until it is met, at which point Overage Charges Per Transaction will apply.
- F. To be very clear, all Fees and commitments, including the Minimum Monthly Payment Commitment, shall apply during any Renewal Term, subject to the following: Without amendment or notation, all Fees shall automatically increase by five percent (5%) annually at the beginning of each Renewal Term.
- G. 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 Monthly Payment Commitment multiplied by the number of months remaining in the applicable Term under this Schedule.
- VI) <u>FEES AND RELATED TERMS FOR VERIFICATION OF PROPERTY SERVICE</u>: Verification of Property Service is billed per submission (regardless if data is returned). All Fees shall apply during any Renewal Term, subject to the following: Without amendment or notation, all Fees shall automatically increase by five percent (5%) annually at the beginning of each Renewal Term.
 - A. Property Verification = \$1.98 per submission (regardless if data is returned).
 - B. <u>Technology Portal Delivery Fee.</u> EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

VII) PAYMENT TERMS AND TAXES:

- A. Agency will be invoiced monthly in arrears.
- B. Payments are due thirty (30) days after invoice with one-and-a-half percent (1.5%) interest per month applied after forty-five (45) days.
- C. Agency will be invoiced electronically through EVS's Electronic Invoice Presentation & Payment (EIPP) program.
- D. If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month.
- E. Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS 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 EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.
- F. Requests for paper billing are available upon Agency's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written invoice.
- G. Invoices outstanding over forty five (45) days may, in EVS's sole discretion, result in loss of access to the Service.
- H. Agency Purchase Orders: If the use of a Purchase Order ("PO") or similar ordering document is required by Agency, the following information must be provided as part of the Agreement. Failure to include this information reflects Agency's agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than ninety (90) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. Agency shall send the PO's to purchaseorders@equifax.com.

PO Number (or similar)		
PO Amount (does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified in the Agreement)	gations s per timeframe	
PO Effective Dates (does not impact the	From:	
Effective Date(s) or Term(s) specified in the Agreement)	To:	

PO Contact		
Name: JAMIE CONNELLY		
Phone:	954-202-3830	
Email:	jconnelly@careersourcebroward.com	

VIII) 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 and/or EVS. Absence of such termination shall constitute Agency's agreement to the modification.

IN WITNESS WHEREOF, the parties have executed this Schedule A on the date indicated below.

Agency:	CAREERSOURCE BROWARD	provider of Equifax Verification Services: ——DocuSigned by:	
By (signature):	Carol Hytton	By (signature):	
Name		Name ETT2D35D50672B1495	
(print):	CAROL HYLTON	(print):	
Title:	PRESIDENT/CEO	Title: Vice President	
Date:	08/24/2020	Date: 8/26/2020 14:25:05 PDT	

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CONTACT INFORMATION

	Organization/ Agency Name:	CAREERSOURCE BROWARD	Address:	2890 West Cypress Creek Road
	Management y, if different:	<u></u>	City:	<u>Ft. Lauderdale</u>
We	ebsite address:	www.careersourcebroward.con	State: Florida	
-	Main Contact:	CAROL HYLTON	Zip Code: <u>33309</u>	
	Title:	PRESIDENT/CEO	E-mail:	chylton@careersourcebroward.com
	Phone #:	<u>954-202-3830</u>	Fax #:	<u>954-917-1304</u>
	Supervisor:	<u></u>	Supervisor Phone#	<u></u>
	Physical addres	ss of where verifications will be performed (if pove).		<u></u>
	Onsite contact f	or onsite inspection.		MARK KLINCEWICZ
	Onsite contact e	email and phone number.	mk@care	ersourcebroward.com 954-202-3830 Ext. 3046
User1:		<u>Name</u> <u>Jamie Connelly</u>	jconi	E-mail Address nelly@careersourcebroward.com
User1:		Jamie Connelly	jconi	nelly@careersourcebroward.com
User2:		Mark Klincewicz	<u>m</u>	k@careersourcebroward.com
User3:		Lorna Elmore	<u>lelm</u>	ore@careersourchbroward.com
User4:				
User5:				
	the ability to ad	d users via the webManager function. WebManage you have additional users, once Agreement is accepted by the base of the base	ers have the ability t	re more information on how to register users.
Billing (Contact:	MARK KLINCEWICZ	Billing Address:	
Billing	Contact Se	enior Vice President, Information Technology	City:	<u>Ft. Lauderdale</u>
Billin	Billing Phone #: 954-202-3830 Ext. 3046		State:	<u>Florida</u>
Billin	Billing Fax #: 954-917-1304		Zip Code:	33309
Billing	E-mail:	mk@careersourcebroward.com	Your invoice w	ill be sent via E-mail.
	If No ther	rur Invoice via e-mail? ⊠ Yes ☐ No re will be a \$15.00/per month paper bill fee Tax Exempt? ☑ Yes ☐ No rease submit tax exemption certificate.		

	Agency Type:	
	□ Non- Profit Organization □ Hou □ For-Profit Organization □ Thir	al Security Administration sing Authority d Party Vendor for Government Agency er: Please specify
	Each program requires documented proof. Specific Program	am(s) that will use this service:
	Food Stamps	☐ Work-related Assistance ☐ Collections
If yo	u are an Apartment Complex or Property Management Age	ency, please answer the following questions:
	How many units do you have? How many of those ar	re subsidized units?
	<u>Note</u> : Subsidized units are those in which the owner receives Are you affiliated with City/State Housing Authority?	funds from Federal, State, County or Local Government. Yes No
Qua	If yes, please include the name: lifications: In order to process your application, your agence need for employment and income verifications. Please provid	cy/organization is required to provide proof (supporting documentation) or e the following:
Qua	lifications: In order to process your application, your agence	
Qua	lifications: In order to process your application, your agence need for employment and income verifications. Please provid	e the following:
<mark>Qua</mark> your 1.	lifications: In order to process your application, your agence need for employment and income verifications. Please provid Federal/State/County/City/Local/Government Copy of program's application	e the following: Social Security Administration 1. Copy of program's application
<mark>Qua</mark> your 1.	lifications: In order to process your application, your agence need for employment and income verifications. Please provid Federal/State/County/City/Local/Government Copy of program's application Income guidelines to determine eligibility	Social Security Administration 1. Copy of program's application 2. Income guidelines to determine eligibility
1. 2. 3.	lifications: In order to process your application, your agence need for employment and income verifications. Please provid Federal/State/County/City/Local/Government Copy of program's application Income guidelines to determine eligibility Non-Profit / For-Profit Organizations Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government	Social Security Administration 1. Copy of program's application 2. Income guidelines to determine eligibility Third Party Vendor for Government Agency 1. Copy of program's application 2. Income guidelines to determine eligibility 3. Affiliation (contract) with a Federal/State/County/City/Local/Government

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

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CİTRİX **Right**Signature SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number

11CFF9E6-AE0D-4187-89B6-8DE8F1B17A2A

Transaction Type Signature Request

Sent At

08/24/2020 14:18 EDT **Executed At**

08/24/2020 14:57 EDT **Identity Method**

Distribution Method

email

Signed Checksum 69284901afc51875117347b8777d833c76689c27c3f739f367613c1245e513fa

Signer Sequencing

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

Revised-Universal Membership Agreement -schedule A-Careersource Broward

 $revised-universal_membership_agreement_-schedule_a-careersource_broward.pdf$

Content Type application/pdf

File Size 230 KB

Original Checksum

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 08/24/2020 14:57 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum c06b1abc138cdee1b512fedcf20a351ca7b33e963ac0b8c0e66a4b1b92e06288	Identity Authenticated At 08/24/2020 14:57 EDT
Components 2	IP Address 67.23.70.69 Device Chrome via Windows	Signed At 08/24/2020 14:57 EDT
	Typed Signature	
	Carol Hylton	
	Signature Reference ID 3D5634BA	

AUDITS

TIMESTAMP	AUDIT
08/24/2020 14:57 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
08/24/2020 14:57 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
08/24/2020 14:57 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
08/24/2020 14:18 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
08/24/2020 14:18 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'revised-universal_membership_agreementschedule_a-careersource_broward.pdf' on Chrome via Windows from 67.23.70.69.

AMENDMENT TO SCHEDULE A THE WORK NUMER EXPRESS SOCIAL SERVICE - COMMITMENT

This Amendment ("Amendment") is by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation ("EVS") and CareerSource Broward ("Agency"), and is effective as of 08/01/2020 ("Effective Date"). This Amendment is entered into with the express agreement that except as addressed herein, all terms, conditions and stipulations contained in the Schedule A to the Universal Membership Agreement for 08/01/2019 (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:

Amendment to Section VII, Payment Terms and Taxes, is deleted in its entirety and hereby replaced with the following:

PAYMENT TERMS AND TAXES

- A. 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.
- B. Agency Purchase Orders: If the use of a Purchase Order ("PO") or similar ordering document is required by Agency, the following information must be provided as part of the Agreement. Failure to include this information reflects Agency's agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than ninety (90) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. Agency shall send the PO's to Equifax@Carahsoft.com.

PO Number (or similar)		
PO Amount (does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified in the Agreement)	\$ p	per timeframe
PO Effective Dates (does not impact the	From:	
Effective Date(s) or Term(s) specified in the Agreement)	To:	

PO Contact		
Name: JAMIE CONNELLY		
Phone:	954-202-3830	
Email:	jconnelly@careersourcebroward.com	

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.

<u>Miscellaneous; Other Terms.</u> 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 agreement 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 on the date indicated below.

Agency:	CAREERSOURCE BROWARD		provider of Equifax Verification Services:	
			DocuSigned by:	
By (signature):	Carol Hylton	By (signature):	Ellen Stanko	
Name		Name	E17287P5967381K85	
(print):	CAROL HYLTON	(print):		
Title:	PRESIDENT/CEO	Title:	Vice President	
Date:	08/24/2020	Date:	8/26/2020 14:25:05 PDT	

* Comment

Consumer's Certificate of Exemption

DR-14 R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012592314C-4	10/31/2017	10/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CAREERSOURCE BROWARD 2610 W OAKLAND PARK BLVD OAKLAND PARK FL 33311-1334

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 10/15

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
- 5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
- 6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.