

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF CONTRACT AMENDMENT

TO: TALX Corporation	ORIGINAL DATE ISSUED:	January 9, 2020
11432 Lackland Road	CONTRACT NO: CONTRACT TITLE:	19-828-SS
St. Louis Missouri		Employment & Income Verification System

THIS IS A NOTICE OF AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-828-SS including any attachments or amendments thereto.

EFFECTIVE DATE: March 16, 2021
EXPIRES: January 31, 2022
RENEWALS: Yes (Renews until 30-day notice to cancel)
COMMODITY CODE(S): 20900
LIVING WAGE: No

ATTACHMENTS:
AMENDMENT NO.1 AND EXHIBIT 3

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> FAITH WEBER	<u>VENDOR TEL. NO.:</u>	<u>(703) 230-7546</u>
<u>EMAIL ADDRESS:</u> FAITH.WEBER@CARAHSOFT.COM		
<u>COUNTY CONTACT:</u> NOELLE JOUKAR (DHS-EID)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-1331</u>
<u>COUNTY CONTACT EMAIL:</u> NJOUKAR@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

VANESSA MOOREHEAD - PROCUREMENT OFFICER

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 19-828-SS
AMENDMENT NUMBER 1**

This Amendment Number 19-828-SS is made on the date of execution by the County and amends Agreement Number 19-828-SS (“Main Agreement”) dated February 1, 2020 between TALX Corporation, 11432 Lackland Road, St Louis, Missouri (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

Amend Exhibit 3: SCHEDULE A TO THE UNIVERSAL MEMBERSHIP AGREEMENT THE WORK NUMBER EXPRESS SOCIAL SERVICE – VOLUME COMMITMENT PRICING ADDITIONAL TERMS AND CONDITIONS, SERVICE DESCRIPTION, AND FEES (attached).

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

TALX CORPORATION

COUNTY, VIRGINIA

SIGNED BY: Vanessa Moorehead
392AD72EA7BC414...

SIGNATURE: Ellen Stanko
Ellen Stanko (Mar 26, 2021 12:03 CDT)

NAME: VANESSA MOOREHEAD

NAME: ELLEN STANKO

TITLE: PROCUREMENT OFFICER

TITLE: VICE PRESIDENT

DATE: 3/31/2021

DATE: 03/26/2021

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

AGENCY: County Board of Arlington County, Virginia

EFFECTIVE DATE OF THIS SCHEDULE: 02/01/2021 (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 County Board of Arlington County (“Agency”) dated 02/01/2020 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. AGENCY USE OF THE WORK NUMBER® SERVICE: The Work Number® Express Social Service is an employment and income verification service provided by EVS.

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) 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™, 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.

FCRA. 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 data to be characterized as consumer report information under the FCRA.

Use. 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 Scan™ 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 Scan™ 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 Scan™ 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 Scan™ 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 Scan™ 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 Scan™ alert message is provided.

Gramm-Leach-Bliley (“GLB”) Data. 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.

CERTIFICATION. 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:** \$125.00 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
\$2762.18	Free/Unlimited SSN Search Transactions	\$Free/Unlimited Per SSN Search Transaction
	167 Verification Report Transactions	\$17.04 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) FEES AND RELATED TERMS FOR VERIFICATION OF PROPERTY SERVICE: 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. Technology Portal Delivery Fee. 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	\$	per timeframe
PO Effective Dates	From:	
	To:	
PO Contact	Name:	
	Phone:	
	Email:	

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: County Board of Arlington County, Virginia

By (signature): *Vanessa Moorehead*
 Name: 392AD72EA7BC414...
 (print): Vanessa Moorehead
 Title: County Officer
 Date: 3/31/2021

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

By (signature): *Ellen Stanko*
Ellen Stanko (Mar 26, 2021 12:03 CDT)
 Name: Ellen Stanko
 (print): VP Verification Services
 Title: VP Verification Services
 Date: 03/26/2021

CONTACT INFORMATION

Agency/Organization/ Agency Name:	<u>County Board of Arlington County, Virginia</u>	Address:	<u>2100 Washington Blvd. 1st Floor</u>
DBA or Management Agency, if different:	<u>Department Human Services-Economic Independence Division</u>	City:	<u>Arlington</u>
Website address:	_____	State:	<u>Virginia</u>
Main Contact:	<u>Noelle Joukar</u>	Zip Code:	<u>22204</u>
Title:	<u>Grants and Contracts Coordinator</u>	E-mail:	<u>njoukar@arlingtonva.us EIDAP@arlingrtonva.us</u>
Phone #:	<u>703-228-1331</u>	Fax #:	<u>703-228-1247</u>
Supervisor:	<u>Arovga Singh</u>	Supervisor Phone#	<u>703-228-1603</u>

Physical address of where verifications will be performed (if different than above).	_____
Onsite contact for onsite inspection.	<u>Noelle Joukar</u>
Onsite contact email and phone number.	<u>EIDAP@arlingtonva.us njoukar@arlingtonva.us 703-228-1331</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:	_____	_____
User2:	_____	_____
User3:	_____	_____
User4:	_____	_____
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>Noelle Joukar</u>	Billing Address:	<u>2100 Washington Blvd. 1st Floor</u>
Billing Contact Title:	<u>Grants and Contracts Coordinator</u>	City:	<u>Arlington</u>
Billing Phone #:	<u>703-228-1331</u>	State:	<u>Virginia</u>
Billing Fax #:	<u>703-228-1247</u>	Zip Code:	<u>22204</u>
Billing E-mail:	<u>EIDAP@arlingtonva.us njoukar@arlingtonva.us</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:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Federal/State/County/City/Local/Government | <input type="checkbox"/> Social Security Administration |
| <input type="checkbox"/> Non- Profit Organization | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> For-Profit Organization | <input type="checkbox"/> Third Party Vendor for Government Agency |
| <input type="checkbox"/> Apartment Complex/Property Management | <input type="checkbox"/> Other: Please specify _____ |

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

- | | | |
|--|--|---|
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> TANF | <input type="checkbox"/> MEDICAID |
| <input type="checkbox"/> Fraud Investigations | <input type="checkbox"/> Child Support Enforcement | <input type="checkbox"/> Daycare Assistance |
| <input type="checkbox"/> Low-Income Energy Assistance | <input type="checkbox"/> Pre-Employment | <input checked="" type="checkbox"/> Work-related Assistance |
| <input checked="" type="checkbox"/> Low-Income Housing | <input type="checkbox"/> Mortgage Loans | <input type="checkbox"/> Collections |
| <input type="checkbox"/> Other: (Please indicate other programs that will use this service: _____) | | |

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:

Federal/State/County/City/Local/Government	Social Security Administration
<ol style="list-style-type: none"> 1. Copy of program’s application 2. Income guidelines to determine eligibility 	<ol style="list-style-type: none"> 1. Copy of program’s application 2. Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations	Third Party Vendor for Government Agency
<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 	<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.
Housing Authority	Apartment Complex/Property Management
<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) 	<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.






Verifier_Carahsoft - BEACH

Final Audit Report

2021-03-26

Created:	2021-03-26
By:	Verifier Contracts (verifier.contracts@equifax.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4rNesfS8Kqc2bkcDO6OR91MLGZlhtZRI

"Verifier_Carahsoft - BEACH" History

-  Document created by Verifier Contracts (verifier.contracts@equifax.com)
2021-03-26 - 3:50:42 PM GMT- IP address: 163.116.133.116
-  Document emailed to Ellen Stanko (ellen.stanko@equifax.com) for signature
2021-03-26 - 3:52:36 PM GMT
-  Email viewed by Ellen Stanko (ellen.stanko@equifax.com)
2021-03-26 - 3:52:48 PM GMT- IP address: 74.125.215.3
-  Document e-signed by Ellen Stanko (ellen.stanko@equifax.com)
Signature Date: 2021-03-26 - 5:03:04 PM GMT - Time Source: server- IP address: 163.116.133.119
-  Agreement completed.
2021-03-26 - 5:03:04 PM GMT