PARTICIPATION AGREEMENT REGARDING THE EMPLOYMENT VERIFICATION SERVICE PROGRAM OF THE

COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION

This Participation Agreement regarding the employment verification services to be performed by TALX Corporation is entered into for usage of the program as of July 1, 2012 through June 30, 2013, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), c/o Ohio Child Support Enforcement Agency Directors' Association, Inc. ("OCDA" or "Manager") an Ohio non-profit corporation and the County of Cuyahoga, Ohio, an entity under the auspices of the political subdivision of the State of Ohio("Participant") and the Ohio CSEA Directors' Association, Inc. ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association, Inc. ("OCDA") in relation to the administration of employment verification services;

WHEREAS, in May of 2009, the OCDA was advised by ODJFS that TALX would not be considered a sole source vendor by ODJFS for the provision of certain employment and income verification services previously supplied to local county agencies;

WHEREAS, in response to such information a Request for Proposals ("RFP") was developed and issued in April 2011 that solicited bids for "Employment Verification Services". Notice of the RFP was forwarded to 2 different companies (most companies identified during the last RFP did not provide this service) identified by OCDA as possible providers of this service, was advertised in the Columbus Dispatch for 2 successive weeks, April 25 and May 2, 2011, and was posted on the OCDA website;

WHEREAS, one proposal was timely received from TALX and it was determined that a contract could be properly be entered into with that entity;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHREREAS, on June 13, 2011, the Universal Membership Agreement was executed by representatives of TALX and on June 20, 2011 by representatives of CCAOSC and OCDA; and

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide employment verification services at a statewide price.

WHEREAS, an amendment was entered into by TALX and representatives of CCAOSC and OCDA which, inter alia, provided that the term of the Universal Agreement was a two (2) year period from July 1, 2011 through June 30, 2013.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Agreement - this Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

<u>Manager</u> - the OCDA which will be responsible for all of the administrative activities and Program Administrative Expenses associated with the Universal Membership Agreement.

Participant(s) - an Ohio county which is a member of the CCAO as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a County Based program in need of employment verification services to fulfill their responsibilities. If another agency is providing services through contract with the local family services agency that requires usage of employment verification services, that agency may be a participant if it is requested by the county family services agency contracting with the non family services agency for the services. A Participant must be: i) a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency; or ii) an associate membership for a family services agency which does not include a child support enforcement agency.

<u>Program</u> – the use of the Universal Membership Agreement for obtaining employment verification services.

<u>Program Administrative Expense(s)</u> - all reasonable administrative costs incurred by the Manager of Universal Membership Agreement. The administrative expenses will be assessed at ten (10) cents per income verification transaction. The annual fee is calculated on the number of transactions for the preceding period of April 1, 2011 through March 31, 2012. The administrative expenses will be monitored during the year and adjusted accordingly on an annual basis. Participants will be notified of any change to the Program Administrative Expense of ten (10) cents per transaction for any subsequent contracts for employment verification services by March 15, 2013 and on successive years for any subsequent contract period.

<u>Program Term</u> - the period commencing July 1, 2012 and ending on June 30, 2013.

<u>Universal Membership Agreement</u> - that certain contract effective July 1, 2011 between TALX Corporation and CCAOSC for employment verification information services in which the OCDA will be providing administrative support. The Universal Membership Agreement is attached hereto and incorporated herein by referenced as Exhibit A. This Universal Membership Agreement is valid through June 30, 2017. Any subsequent contracts will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING THE UNIVERSAL MEMBERSHIP AGREEMENT

A. Participant(s)

- 1. Participant agrees to be bound by the terms and conditions of the Universal Membership Agreement including the amended Schedule A to that agreement.
- 2. Participant may, from time to time be requested by CCAOSC, to monitor its employment verification service usage by confirming usage against the estimate provided to CCAOSC.
- 3. Pursuant to the Universal Membership Agreement, Schedule A, Participant agrees to pay the base rate for the year as provided in Attachment 1 attached to this Participation Agreement. This permits unlimited usage of the TALX service for the year July 1, 2012 to June 30, 2013 and for successive one year periods.
 - a. Annually, the base rate will be calculated by utilizing the number of transactions for a period of April 1 through March 31 and comparing that number to the total number of transactions for all the users of this service during the same time period. Each agency's percentage would be applied against the annual unlimited rate to determine their annual fee. Participants will be notified of their annual rate for the next year based upon usage and the TALX pricing under Schedule A of the Universal Agreement by May 1 of each year.
 - b. In addition, Participant agrees to pay a Program Administrative Expense which is currently ten (10) cents for each income verification it obtains which will be based upon the number of transactions identified for each user of the service in Section 2 (A) (3) (a).
- 4. Participant agrees to make payment to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Universal Membership Agreement, Schedule A. If a Participant desires to pay quarterly or less frequent due to the current nature of the contract for unlimited usage for an annual fee, they should notify the OCDA office of their desired payment plan. Participants must pay no less than monthly. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.
- 5. Participant agrees to notify the OCDA no later than May 15 or each year if it determines that it: i) does not want to utilize the Universal Membership Agreement in future contract periods; ii) does not want to maintain its membership in CCAO in 2013; iii) does not want to maintain its membership in the OCDA in 2013. Any

- notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process.
- 6. If Participant has not been able to complete the signature process for the Participation Agreement by June 30, 2012; Participant agrees to notify OCDA by that date of its intention to utilize the employment verification services program and its expected completion date for obtaining required signatures on the Participation Agreement. If an executed participation agreement has not been received at the OCDA office nor notice been provided of the Participant's intention to utilize the services by July 15, 2012, OCDA will notify TALX to inactivate users associated with the Participant until notice is received.
- 7. Participant agrees to maintain the list of users with access to TALX under the current web based system. Any deletions should be provided within one week of intention to delete the user.

B. <u>County Commissioners Association of Ohio Service Corporation</u>

- 1. CCAOSC agrees to be bound by the terms and conditions of the Universal Membership Agreement, including Schedule A.
- 2. CCAOSC agrees to immediately notify Participant if TALX Corporation proposes any modification, amendment or change to the Universal Membership Agreement or Schedule A.
- 3. CCAOSC agrees to immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
- 4. CCAOSC agree to give Participant written notice no later than March 15 each year if it determines that it will not continue the current agreement or enter into a new agreement either TALX Corporation for services for periods after June 30, 2016
- 5. CCAOSC will immediately notify Participant if either TALX or CCAOSC exercise its right to terminate the Universal Membership Agreement under Section 8 of such agreement.
- 6. CCAOSC will form a small county user group developed to do ongoing monitoring of the services provided under the Universal Membership Agreement by TALX Corporation and the administrative services provided by OCDA. The results of the county user group shall be reported to the Participant no less frequently than semi-annually.
- 7. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

C. Ohio CSEA Directors' Association

- 1. OCDA agrees to be bound by the terms and conditions of the Universal Membership Agreement, including amended Schedule A.
- 2. If Participant has given the OCDA the proper notice, required in Section 2 (A)(5) of its desire to no longer utilize the Universal Membership Agreement after 6/30/12 and Participant did not do so, CCAOSC will not require a Participant to make any payment for any services from 7/1/2012 forward.
- 3. OCDA will issue billing invoices within ten (10) days of receipt of the invoice from TALX. The invoices will be individualized to each County agency utilizing the service. OCDA will also send the usage to each county on a monthly basis.
- 4. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

SECTION 3. AMENDMENTS

This Agreement may not be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3rds) of the Participants.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

By entering into this Agreement, CCAOSC & OCDA agree on behalf of its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. CCAOSC & OCDA also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of the Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and OCDA pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION	
By: Thomas D. Strup 209 East State Street Columbus, Ohio 43215	
BY: 2012-08-13 16:32:38	
Date of Adoption of Approving Board Resolution	
Address:	
PARTICIPANT	
AGENCY: Employment & Family Services By: Richard Jones/Juland Address: 1641 Payne Ave Cleveland, OH 44114	
Tamily Services Programs included in this agreement X TANF & other Benefit Programs X Children's Services Other (Please Identify)	Child Support

OHIO CSEA DIRECTORS' ASSOCIATION, INC.

By: Kember C. New Bridge

1103 Schrock Road, Suite 309 Columbus, Ohio 43229

If necessary, Approved as to form:

County (Assistant) Prosecutor

CONTACT INFORMATION (Please complete and return with this Participation Agreement by 7/15/12 or notify OCDA that the agreement is in process by this date.)

AGENCY DIRECTOR NAME: Richard Werner
Direct Phone Number: (216) 443-7032
E-mail: rwerner@cuyahogacounty.us
BILLING CONTACT - Please list at least 2 unless the Director is the second contact
Name: Walter Parfejewiec
Direct Phone Number: (216) 987-6666
E-mail: parfew@odjfs.state.oh.us
Name: <u>Jim Rohn</u>
Direct Phone Number: (216) 802-2807
E-mail: <u>rohnj@odjfs.state.oh.us</u>
WEB MANAGERS - AUTHORITY TO CHANGE USERS – please list all that have this authority
Name: Brigid Garrett for CDJFS & IM
Direct Phone Number: (216) 987-8381
E-mail: garreb@odjfs.state.oh.us
Name: Audrey Beasley for CSB
Direct Phone Number: (216) 432-2675
E-mail: <u>beasla01@odjfs.state.oh.us</u>
Name: Kelli Pierson for CSEA
Direct Phone Number: (216) 698-2352

Attachment (1)

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