

**PARTICIPATION AGREEMENT REGARDING THE
EMPLOYMENT VERIFICATION SERVICE PROGRAM
OF THE
COUNTY COMMISSIONERS ASSOCIATION OF OHIO 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, 2011 through June 30, 2012, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), c/o Ohio Child Support Enforcement Agency Directors Association ("OCDA" or "Manager"), an Ohio for profit corporation and the County of Cuyahoga, Ohio, an entity under the auspices of the political subdivision of the State of Ohio ("Participant").

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 ("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);

WHEREAS, 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.

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.

Manager - 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.

Program - the use of the Universal Membership Agreement for obtaining employment verification services.

Program Administrative Expense(s) - 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, 2010 through March 31, 2011. 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, 2012 and on successive years for any subsequent contract period.

Program Term - the period commencing July 1, 2011 and ending on June 30, 2012 in an amount not to exceed \$178,021.67 and subject to annual renewal thereafter for one additional year.

Universal Membership Agreement - that certain contract effective July 1, 2011 between IALX 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, 2011 to June 30, 2012 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 2011; iii) does not want to maintain its membership in the OCDA in 2011. 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, 2011; 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, 2011, 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. County Commissioners Association of Ohio Service Corporation

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 6/30/11 and Participant did not do so, CCAOSC will not require a Participant to make any payment for any services from 7/1/2011 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 a usage report 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 not may 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 CCAO Service Corporation agrees 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. CCAO Service Corporation also agrees 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.

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 A. Strup
209 East State Street
Columbus, Ohio 43215

COUNTY OF CUYAHOGA, OHIO

BY: 
Edward FitzGerald, County Executive

Date of Adoption of Approving Board Resolution _____

Address: _____

PARTICIPANT

AGENCY: Employment & Family Services

By: _____

Address: _____
1641 Payne Ave
Cleveland, OH 4414

Family Services Programs included in this agreement

X TANF & other Benefit Programs X Children's Services
X Child Support _____ Other (Please Identify)

OHIO CSEA DIRECTORS ASSOCIATION

By: Kimberly C. Newsom Bridges
Kimberly C. Newsom Bridges
37 W. Broad Street, Suite 840
Columbus, Ohio 43215

If necessary, Approved as to form:

County (Assistant) Prosecutor

CONTACT INFORMATION (Please complete and return with this Participation Agreement by 7/15/11 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: Jim Rohn

Direct Phone Number: (216) 802-2807

E-mail: rohnj@odjfs.state.oh.us

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: beasla01@odjfs.state.oh.us

Name: Kelli Pierson for CSEA

Direct Phone Number: (216) 698-2352

E-mail: piersk@ofjfs.state.oh.us

County	April 10	May 10	June 10	July 10	Aug 10	Sept 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Totals	Percentage	YAC Cost Per Year	Admin Fee Per Year	Total Cost Per Year (including Admin Fee)	Total Cost Per Month (including Admin Fee)
Allen CSEA	71	57	51	39	51	72	53	45	49	48	85	197	733	0.20%	\$10,040	\$78.30	\$10,823.30	\$360.77
Allen JFS	355	354	412	321	360	310	313	268	241	214	259	316	3,043	1.07%	\$10,634	\$384.50	\$11,018.50	\$368.32
Ashland	17	24	15	25	18	28	12	6	28	27	12	18	228	0.05%	\$5,929	\$22.80	\$6,051.80	\$198.46
Ashland CSEA	8	25	11	14	19	9	15	15	22	16	10	18	184	0.05%	\$5,929	\$18.40	\$6,047.40	\$198.32
Augsburg	81	49	86	52	75	57	66	61	53	52	54	77	723	0.20%	\$10,040	\$72.30	\$10,823.30	\$360.77
Baldwin	121	111	162	112	119	139	120	105	113	158	127	137	1,325	0.42%	\$10,040	\$108.50	\$10,948.50	\$364.79
Brown JFS	54	65	78	81	106	113	109	104	88	85	86	97	1,081	0.30%	\$3,008	\$108.10	\$3,138.10	\$104.60
Butler CSEA	216	209	217	230	188	323	358	162	115	91	135	228	2,478	0.69%	\$5,929	\$247.80	\$6,176.80	\$202.46
Butler JFS	1,187	1,083	1,207	1,053	1,198	1,211	1,332	1,241	1,038	1,092	883	920	13,424	3.74%	\$37,857	\$1,342.40	\$39,199.40	\$1,271.58
Carroll JFS	5	10	11	6	8	10	8	8	11	13	5	6	101	0.03%	\$2,211	\$10.10	\$2,221.10	\$73.44
Champaign	84	65	69	74	73	79	69	48	60	73	57	69	1,809	0.23%	\$2,211	\$80.90	\$2,291.90	\$76.35
Clark	409	454	454	438	522	493	470	461	363	398	373	525	5,297	1.47%	\$10,741	\$529.70	\$11,270.70	\$378.42
Clarendon	181	178	243	221	252	247	246	216	186	178	183	301	2,642	0.74%	\$5,929	\$264.20	\$6,193.20	\$203.16
Clinton	212	182	138	158	160	167	123	130	122	135	121	151	1,929	0.51%	\$5,050	\$182.90	\$5,232.90	\$173.80
Columbia	95	65	91	85	109	106	109	99	87	92	83	117	1,149	0.32%	\$3,157	\$114.90	\$3,271.90	\$109.06
Coshocton	16	24	33	18	18	21	18	24	18	12	13	15	230	0.06%	\$5,406	\$23.00	\$5,429.00	\$173.84
Crawford	77	60	81	75	93	82	91	107	98	77	85	92	1,027	0.29%	\$2,211	\$102.70	\$2,313.70	\$77.12
Cuyahoga CSEA	1,111	1,018	1,122	1,136	1,205	1,182	1,157	1,461	903	908	908	1,069	13,197	3.67%	\$36,725	\$1,319.70	\$38,044.70	\$1,267.98
Cuyahoga JFS	4,103	3,840	4,653	4,829	4,698	3,988	3,978	3,661	3,388	3,495	3,422	4,535	48,555	13.51%	\$155,121	\$4,855.50	\$160,976.50	\$5,368.62
Darke	99	85	81	85	137	107	97	98	90	112	76	107	1,174	0.33%	\$5,267	\$117.40	\$5,384.40	\$178.85
Defiance CSEA	1	0	2	1	2	0	2	2	1	3	3	1	19	0.01%	\$5,477	\$1.90	\$5,478.90	\$178.68
Defiance JFS	54	57	67	54	75	75	65	71	57	78	60	88	801	0.22%	\$2,211	\$80.10	\$2,291.10	\$76.35
Delaware CSEA	9	10	11	6	7	9	5	48	15	9	12	18	158	0.04%	\$3,440	\$15.80	\$3,455.80	\$115.18
Erle	278	219	202	218	242	311	282	237	289	264	208	338	3,117	0.87%	\$8,574	\$311.70	\$9,425.70	\$317.15
Fairfield	266	288	334	288	285	331	331	286	300	283	253	301	3,134	0.88%	\$8,574	\$311.70	\$9,425.70	\$317.15
Fayette	63	70	75	61	164	85	71	98	87	108	90	98	1,099	0.31%	\$3,058	\$109.90	\$3,167.90	\$105.59
Franklin CSEA	781	800	1,098	964	678	603	574	525	459	553	618	682	8,200	2.28%	\$22,115	\$820.00	\$23,635.00	\$788.23
Franklin JFS	5,322	5,324	6,402	5,704	6,045	6,083	5,119	4,526	4,918	4,884	5,218	5,050	66,204	18.42%	\$18,723	\$6,620.40	\$25,343.40	\$848.17
Franklin CSEA	0	0	0	0	28	46	11	20	8	21	24	25	184	0.05%	\$5,172	\$18.40	\$5,190.40	\$172.61
Franklin CSEA	28	40	24	14	11	31	23	32	29	13	27	32	304	0.08%	\$7,465	\$30.40	\$7,495.40	\$248.23
Franklin CSEA	31	78	89	85	80	80	68	72	83	73	82	123	944	0.26%	\$2,621	\$94.40	\$2,715.40	\$90.82
Franklin CSEA	1	4	0	1	0	0	0	2	0	0	0	0	8	0.00%	\$1,521	\$0.80	\$1,521.80	\$50.71
Franklin CSEA	34	23	37	37	57	23	29	40	42	44	28	41	429	0.12%	\$11,174	\$42.90	\$11,216.90	\$378.29
Franklin CSEA	3,324	3,436	3,902	3,309	3,481	3,685	3,304	2,648	2,321	2,586	2,870	3,085	37,938	10.56%	\$105,576	\$3,793.80	\$109,370.80	\$3,674.39
Franklin CSEA	84	71	122	116	144	113	128	80	88	94	84	150	1,284	0.36%	\$3,573	\$128.40	\$3,701.40	\$123.45
Franklin CSEA	5	10	5	8	13	17	10	4	19	16	7	10	125	0.03%	\$3,048	\$12.50	\$3,060.50	\$102.02
Franklin CSEA	49	53	62	44	68	61	36	47	34	21	22	45	540	0.15%	\$1,503	\$54.00	\$1,557.00	\$51.87
Franklin CSEA	12	4	5	3	1	4	2	4	6	5	8	3	57	0.02%	\$5,359	\$5.70	\$5,364.70	\$178.52
Franklin CSEA	8	13	11	6	6	7	19	19	13	8	4	5	119	0.03%	\$3,531	\$11.90	\$3,542.90	\$117.74
Franklin CSEA	3	2	2	3	3	2	10	6	2	1	2	1	37	0.01%	\$3,103	\$3.70	\$3,106.70	\$103.46
Franklin CSEA	23	26	28	32	45	56	58	50	33	43	48	32	476	0.13%	\$1,525	\$47.60	\$1,572.60	\$52.36
Franklin CSEA	46	57	43	59	42	54	52	62	68	42	53	34	602	0.17%	\$1,615	\$60.20	\$1,675.20	\$55.82
Franklin CSEA	22	20	18	18	15	12	15	24	8	15	8	19	195	0.05%	\$5,433	\$19.50	\$5,452.50	\$181.85
Franklin CSEA	60	49	58	61	71	68	50	57	71	63	54	78	786	0.22%	\$2,187	\$78.60	\$2,265.60	\$75.18
Franklin CSEA	10	9	5	3	5	8	12	9	7	13	8	13	101	0.03%	\$2,211	\$10.10	\$2,221.10	\$73.44
Franklin CSEA	83	100	118	108	102	108	127	108	117	121	118	128	1,338	0.37%	\$5,929	\$133.80	\$6,062.80	\$202.03

Knox	85	81	70	67	69	138	32	89	108	109	80	119	134	0.32%	\$53,766	\$113.40	\$312,691.15	\$2,723.13
Lake	339	221	194	183	252	186	173	178	181	239	223	241	2,628	0.73%	\$7,933	\$262.80	\$7,576.03	\$5,533.72
Lawrence	0	0	0	0	0	39	39	20	14	32	38	41	224	0.06%	\$52.40	\$23.40	\$645.76	\$333.72
Licking CSEA	65	86	102	87	77	113	116	88	77	40	58	61	988	0.27%	\$52,743	\$98.80	\$2,848.25	\$2,273.35
Licking JFS	289	285	340	358	370	338	381	324	379	388	304	392	4,156	1.16%	\$70,566	\$415.60	\$1,191.12	\$598.13
Logan	181	230	243	174	176	162	185	177	197	160	150	220	2,255	0.63%	\$16,023	\$215.50	\$65,008.2	\$541.74
Lorain	877	823	1,008	880	936	1,122	999	889	814	1,009	948	1,150	11,417	3.18%	\$51,772	\$1,141.70	\$52,913.48	\$2,722.79
Lorain CSEA	25	12	10	10	8	0	11	4	0	2	3	17	102	0.03%	\$2.84	\$10.20	\$7,940.5	\$1,285.50
Lucas CSEA	213	200	201	215	170	101	113	88	68	88	87	116	1,672	0.47%	\$34,653	\$167.20	\$418,203.2	\$3,411.15
Lucas JFS	1,277	1,281	1,385	1,185	1,301	1,386	1,402	1,158	1,121	1,285	1,159	2,038	13,989	4.45%	\$44,455	\$1,598.90	\$546,091.37	\$5,441.15
Madison	52	67	74	88	91	79	83	72	85	88	88	108	984	0.27%	\$22,738	\$98.40	\$218,360.2	\$2,783.33
Mahoning CSEA	30	7	16	9	23	20	20	18	12	38	22	32	248	0.07%	\$650	\$24.80	\$7,119.5	\$559.33
Mahoning JFS	247	188	235	179	208	178	188	221	184	237	287	285	2,635	0.74%	\$7,338	\$265.50	\$7,653.96	\$6,713.3
Marion	186	234	243	221	238	258	186	224	189	188	180	272	2,607	0.73%	\$7,723	\$260.70	\$7,515.59	\$6,713.3
Medina CSEA	86	34	73	102	101	83	108	38	28	23	23	44	724	0.20%	\$2,015	\$72.40	\$2,087.18	\$1,733.53
Medina JFS	142	115	202	140	184	187	142	137	97	140	107	157	3,1750	0.49%	\$4,170	\$175.00	\$5,044.99	\$3,701.32
Meliga	5	5	8	4	6	3	0	2	1	0	1	2	37	0.01%	\$103	\$3.70	\$1,065.7	\$81.83
Mercer CSEA	0	0	0	0	4	3	4	0	1	0	0	0	12	0.00%	\$33	\$1.20	\$34.59	\$2.33
Mercer JFS	25	26	23	28	44	28	37	35	22	17	16	21	320	0.08%	\$831	\$32.00	\$921.51	\$763.89
Miami	182	141	203	161	189	181	169	169	183	159	139	238	2,081	0.58%	\$5,751	\$208.10	\$5,999.21	\$5,199.53
Monroe	6	7	7	8	4	8	9	13	8	6	4	12	94	0.03%	\$762	\$9.40	\$2,709.9	\$22.58
Montgomery	1,455	1,455	1,857	1,555	1,682	1,822	2,241	1,855	1,517	1,513	1,508	2,255	20,745	5.69%	\$56,959	\$2,024.50	\$58,363.27	\$4,833.11
Morgan	4	3	2	0	1	4	3	1	2	2	4	2	28	0.01%	\$78	\$1.80	\$80.72	\$3.73
Morrow	39	48	73	46	72	55	50	50	50	51	26	89	1,626	0.17%	\$1,742	\$62.60	\$1,804.66	\$1,161.58
Muskingum	435	426	487	459	355	421	455	478	392	339	339	448	5,095	1.42%	\$14,179	\$509.50	\$14,688.11	\$1,724.11
Noble	2	4	2	8	3	2	2	2	3	6	5	2	42	0.01%	\$177	\$4.20	\$121.08	\$10.09
Ottawa	40	48	64	34	31	57	35	24	49	42	35	71	520	0.14%	\$1,147	\$52.00	\$1,495.08	\$1,324.32
Paulding JFS	20	22	18	18	18	34	23	32	22	28	13	18	264	0.07%	\$735	\$26.40	\$761.02	\$53.42
Parry	51	59	74	85	74	62	85	83	55	88	48	48	769	0.21%	\$2,140	\$76.90	\$2,161.91	\$514.74
Pikaway	108	83	110	69	78	108	101	105	81	92	88	115	1,046	0.32%	\$5,183	\$114.60	\$5,303.774	\$2,753.3
Pike	12	16	7	13	8	15	10	11	16	11	11	13	143	0.04%	\$398	\$14.30	\$412.25	\$34.35
Portage	251	221	272	220	230	272	208	213	183	288	230	204	2,753	0.77%	\$7,851	\$275.30	\$7,936.48	\$5,613.9
Proble	58	74	81	68	51	74	75	78	73	55	35	90	3,810	0.29%	\$2,254	\$81.00	\$2,335.11	\$1,915.9
Putnam CSEA	15	15	16	7	22	28	13	10	14	13	12	8	171	0.05%	\$475	\$17.10	\$492.47	\$41.13
Putnam JFS	25	24	16	24	32	28	22	28	23	28	28	43	318	0.09%	\$885	\$31.80	\$916.75	\$59.46
Richland CSEA	44	40	37	58	38	29	33	53	14	21	14	53	414	0.12%	\$1,052	\$41.40	\$1,193.51	\$39.46
Richland JFS	302	314	302	272	274	278	246	214	225	181	179	289	9,036	0.84%	\$3,479	\$303.60	\$3,752.33	\$5,281.35
Ross	42	34	43	20	30	40	31	26	37	45	48	88	485	0.13%	\$1,550	\$48.50	\$1,398.03	\$1,113.2
Sandusky	108	85	124	120	118	148	112	146	87	123	123	188	1,005	0.42%	\$2,168	\$150.50	\$2,938.69	\$2,151.3
Seloto	88	81	87	88	101	119	98	92	70	88	88	54	1,035	0.29%	\$7,880	\$103.50	\$7,983.75	\$2,484.4
Sonaca	118	113	149	134	135	148	144	145	117	132	107	159	1,536	0.44%	\$3,443	\$159.60	\$4,601.03	\$3,333.2
Stark	98	113	146	98	93	120	114	95	108	102	113	148	1,346	0.37%	\$3,745	\$134.60	\$3,880.31	\$5,434.3
Summit CSEA	38	50	89	52	82	46	47	37	35	45	34	33	593	0.17%	\$1,650	\$93.90	\$1,709.53	\$14.45
Summit JFS	1,557	1,525	1,602	1,563	1,805	1,680	1,482	1,568	1,268	1,385	1,793	2,175	19,451	5.41%	\$54,123	\$1,945.10	\$56,078.29	\$4,672.86
Trumbull	519	461	507	424	425	396	405	485	351	577	593	588	5,714	1.59%	\$15,901	\$571.40	\$16,422.60	\$1,372.72
Tuscarawas JFS	59	81	48	43	58	50	51	46	61	77	80	103	737	0.21%	\$2,051	\$73.70	\$2,124.66	\$1,671.15
Union	15	3	13	8	6	5	5	14	4	8	6	9	95	0.03%	\$264	\$9.50	\$273.87	\$32.33
Van Wert	1	4	17	6	17	27	30	19	8	9	11	11	160	0.04%	\$545	\$16.00	\$461.05	\$58.64

Warren JFS	68	57	55	48	34	72	68	54	35	39	24	59	605	0.17%	\$1,684	\$60.50	\$17,441.2	\$1,154.3
Washington CSEA	5	8	3	14	18	15	24	4	2	3	10	4	110	0.03%	\$306	\$11.00	\$3,743	\$274.3
Wayne CSEA	8	18	11	10	13	12	8	10	13	12	10	10	131	0.04%	\$323	\$13.10	\$3,765	\$534.7
Wayne JFS	111	103	131	111	131	104	98	138	131	113	103	153	1,427	0.40%	\$6,371	\$142.70	\$4,113.83	\$1,113.2
Williams	9	14	13	12	7	2	3	5	5	9	1	10	190	0.03%	\$250	\$9.00	\$2,591.6	\$651.62
Wood CSEA	94	104	102	126	142	155	171	110	120	138	183	104	1,929	0.43%	\$4,255	\$153.90	\$4,407.88	\$5,677.3
Wood JFS	84	82	86	103	88	84	101	71	83	68	81	101	1,090	0.29%	\$2,866	\$103.00	\$2,869.33	\$2,477.4
Wyandot	29	36	39	30	52	33	32	42	38	34	43	50	459	0.13%	\$1,273	\$45.90	\$1,373.23	\$1,102.77
Adams	482												462	0.13%	\$1,266	\$46.20	\$1,331.88	\$1,102.77
	30,231	28,761	33,531	30,542	31,937	31,971	30,471	27,743	25,530	27,217	26,867	34,623	359,344	100.00%	\$1,000,000	\$35,934.40	\$1,035,934.40	\$1,652,632

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number[®] Social Services

This **Universal Membership Agreement** (the "Agreement") is entered into by and between TALX Corporation, a Missouri Corporation, 11432 Lackland Road, St. Louis, Missouri ("TALX"), and The County Commissioners Association of Ohio Service Corporation, an Ohio for profit corporation, 209 E. State Street, Columbus, Ohio 43215 ("CCAOSC") on behalf of the Ohio County Job & Family Services Agencies, Ohio County Child Support Enforcement Agencies and the Ohio County Children's Services Agencies ("Agency"). The Membership Agreement will be administered for Ohio by the Ohio CSEA Directors' Association, 37 W. Broad Street, Suite 840, Columbus, Ohio 43215 ("OCDA")

RECITALS:

- A. TALX operates The Work Number[®] (the "Service"), a service used to verify certain employment-related information about an individual ("Consumers"); and
- B. Agency wishes to confirm employment and/or income information of Consumers through the Service.

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, 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 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 Agency with automated access to certain employment and/or income data ("Data") furnished to TALX by employers.
3. **PARTICIPATING COUNTIES.** All Agencies utilizing this Agreement will be signing a participation agreement wherein they agree to be bound by the requirements outlined in this Agreement as pertaining to "AGENCY".
4. **AGENCY OBLIGATIONS.**
 - a. Agency 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. Agency shall pay for the Services as set forth herein. All prices stated in this Agreement are exclusive of, and Agency shall pay, all sales, use, privilege, or excise taxes.
 - c. Agency certifies that it will order Data from the Service only when Agency 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 Agency 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 except as outlined in Exhibit 1.

Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Federal Trade Commission (the "FTC")'s Notice Form attached as Exhibit 1.

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- d. Agency certifies that it will comply with applicable provisions under Vermont law related to Exhibit 2 for Vermont residents. Note, the Vermont statute has an exemption for usage for child support purposes. In particular, Agency certifies that it will order Data relating to Vermont residents only after Agency has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from TALX.
- e. Agency may use the Data provided through the Service only as described in this Agreement. Agency 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 Agency first obtains TALX's written consent; provided, however, that Agency may discuss Consumer Data with the Data subject when Agency has taken adverse action against the subject based on the Data. Agency 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. Agency will refer the Consumer to TALX whenever the Consumer disputes the Data disclosed by Agency. Agency 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. Agency represents and warrants 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.
- g. Agency acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.
- h. Agency represents and warrants it has written authorization from the Consumer to verify income. Notwithstanding the provisions of section 604 [§1681b] of this title, a consumer reporting agency may furnish identifying information respecting any consumer, limited to his name, address, former addresses, places of employment, or former places of employment, to a governmental agency. Agency 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 Agency is using the Service to collect on child support obligations, or to set an initial or modified child support award, Agency is not required to obtain such authorization.
- i. Agency 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.
- j. In order to ensure compliance with this Agreement, applicable law and TALX policies, TALX may conduct reviews of Agency activities, including requesting copies of the Consumer's authorization to verify income with respect to requests for Data, and use of Data. Agency shall provide documentation to TALX as reasonably requested by TALX and shall allow access to its premises for purposes of such review by TALX. Agency shall cooperate fully with any and all investigations by TALX of allegations of abuse or misuse of the Services.
- k. Additional representations and warranties as may be set forth in each Schedule A.

5. AGENCY USE OF SERVICE.

Data on the Service may be accessed by Agency to verify Consumer's employment status ("Employment Verification") or income ("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.

6. DATA SECURITY. This Section 6 applies to any means through which Agency orders or accesses the Service including, without limitation, system-to-system, Interactive Voice Response ("IVR"), fax, batch file

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transfer, private network, or the Internet. If Agency orders or accesses the Service via the Internet, Agency shall fully comply with TALX's connectivity security requirements specified in 6 b below

- a. For the purposes of this Section 6, the term "Authorized User" means an Agency employee that Agency has authorized to order or access the Service and who is trained on Agency's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through the same, including Agency's FCRA and other obligations with respect to the access and use of Data. Agency will:
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. ensure that all devices used by Agency 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 commercially reasonable security procedures,
 4. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Agency security codes, usernames, and any passwords Agency may use to those individuals with a need to know, (ii) requiring Agency users to change passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Agency suspects any unauthorized person has learned the password, (iii) using all security features in the software and hardware Agency uses to order or access the Service, and (iv) requiring each individual Agency user to have a unique UserID and password to access the Service,
 5. not use 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, DVDs, software and code) to store Data unless the Data is stored on such media or device is encrypted using the following minimum standards which standards may be modified from time to time by TALX: Advanced Encryption Standard (AES), minimum 256-bit key or Triple Data Encryption Standard (3DES) minimum 168-bit key, encryption algorithms. In addition, 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. When Data in electronic form is no longer needed, it must be securely and effectively erased or media containing Data must be physically destroyed. In either case, commercially reasonable practices for the type of Data received from TALX must be employed,
 6. in no event access the Service via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, portable data terminals, or other portable devices which do not store data in a manner consistent with the encryption requirements provided in Section 6.a.5,
 7. if Agency sends, transfers, or ships any Data, Agency shall encrypt the Data using the following minimum standards which standards may be modified from time to time by TALX: Advanced Encryption Standard (AES), minimum 256-bit key or Triple Data Encryption Standard (3DES) minimum 168-bit key, encrypted algorithms,
 8. monitor compliance with the obligations of this Section 6, and immediately notify TALX if Agency suspects or knows of any unauthorized access or attempt to access the Service and/or Data obtained from the Service. Such monitoring will include, without limitation, a review of each TALX invoice for the purpose of detecting any unauthorized activity,
 9. not ship hardware or media between Agency locations or to third parties without deleting all TALX Agency number(s), usernames, security codes and Agency user passwords or Data unless such information is encrypted as provided herein,
 10. if Agency uses a third-party vendor to establish access to the Service, be responsible for third party vendor's use of Agency's member numbers, usernames, security access codes, or passwords, and

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Agency will ensure that the third party vendor safeguards Agency's security access code(s), usernames and passwords through the use of security requirements that are no less stringent than those applicable to Agency under this Section 6.

11. use commercially reasonable efforts to ensure Data security when disposing of any Data or record obtained from TALX. Such efforts must include any procedures or requirements established by any federal agency that governs Agency's industry.

b. Agency will, with respect to Agency's network security:

1. use commercially reasonable efforts to protect Data when stored on servers, subject to the following requirements: (i) Data must be protected by multiple layers of network security, including, but not limited to, firewalls, routers, intrusion detection devices; (ii) secure access (both physical and network) to systems storing Data, must include authentication and passwords that are changed at least every ninety (90) days; and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
2. use commercially reasonable efforts to protect Agency's connection with dedicated industry-recognized firewalls that are configured and managed to adhere to industry accepted best practices,
3. use commercially reasonable efforts to only hold Data on an application server which can only be accessed by a presentation server, through one of the following: (i) Dual or multiple firewall method (preferred) – this method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding the Data. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding Data, (ii) Single firewall method (acceptable) – when a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to separate the presentation server(s) and that application server holding Data are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding Data, or (iii) ensure that all administrative and network access to firewalls and servers must be through an internal network or protected extranet using strong authentication encryption such as VPN and SSH.
4. use commercially reasonable efforts to route communications from Agency's internal services to external systems through firewalls configured for network address translation (NAT),
5. use commercially reasonable efforts 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 by TALX.

- c. If TALX reasonably believes that Agency has violated this Section 6, TALX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Agency, and at TALX's sole expense, conduct, or have a third party conduct on its behalf, an audit of Agency's network security systems, facilities, practices and procedures to the extent TALX reasonably deems necessary, including an on-site inspection, to evaluate Agency's compliance with the data security requirements of this Section 6. Any on-site inspection cannot compromise the confidentiality requirements that Agency must maintain of its records pursuant to federal, state and local laws, rules and regulations.

7. **CONFIDENTIALITY.** Agency is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. Any materials, documents or information which TALX deems to be subject to exemption under the Ohio Public Records Act shall clearly be identified and marked as such before submission to Agency. If Agency is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Agency will notify TALX of that fact. TALX shall promptly notify Agency, in writing, that either a) Agency is permitted to release these documents, or b) TALX intends to take immediate legal action to prevent its release to a third party. A failure of TALX to respond within five (5) business days shall be deemed permission for Agency to release such documents.

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8. **TERM AND TERMINATION.** This Agreement shall be for an annual term, and shall be automatically renewed for successive one year terms. Either TALX or CCAOSC may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to the other. Unless otherwise provided for in the relevant schedule, TALX may change the price of the Service and/or the Service Schedule and/or Description with thirty (30) days notice. 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 above. If TALX believes that Agency 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 Agency. TALX must send all notices regarding any changes and/or concerns with compliance of the Agreement to OCDA and CCAOSC as well as the Agency in question if the concern is regarding compliance issues.
9. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to TALX.
10. **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' performance thereof. Agency 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 **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**
11. **LIMITATION OF LIABILITY.** In no event shall either party 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 Agency for the service which causes Agency's claim.
12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.
- Authorized representatives of both parties shall use commercially reasonable efforts to settle disputes in good faith related to this Agreement within 30 (thirty) days of notice of a dispute by a party. If the parties are unsuccessful in resolving the dispute through the process defined herein, either party may proceed with legal action in a court of competent jurisdiction. Any legal action brought pursuant to the Contract will be filed in the courts located in the Ohio county where the specific agency is located which is involved in the dispute. To the extent the dispute involved agencies in different counties, the legal action shall be brought in Franklin County, Ohio.
13. **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. The parties expressly agree that this Agreement shall not be assigned without the prior written approval of the other parties. Such approval shall not be unreasonably withheld. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. 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.
14. **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. The parties intend that counterpart copies signed and exchanged as provided in the

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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

Agency acknowledges receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users" Furthermore, Agency has read "Notice to Users of Consumer Reports Obligations of Users" which explains Agency's obligations under the FCRA as a user of consumer report information (to be initiated by the person signing on behalf of Agency).

15. AVAILABILITY AND RETENTION OF RECORDS

- a. TALX agrees that all records, documents, writing or other information, including but not limited to, financial records, and documentation produced by TALX under the Agreement, and all records, documents, writings or other information, including but not limited to financial records of the Agreement are treated according to the following terms:

All records relating to costs, work performed and supporting documentation for invoices submitted to CCAOSC or Agency by TALX, along with copies of all deliverables, if applicable, submitted to CCAOSC or Agency pursuant to the Agreement, will be retained and made available by TALX for inspection and audit upon prior written notice, during normal business hours, and in accordance with TALX's reasonable security policies while on the premises, by CCAOSC or Agency, or other relevant governmental entities including, but not limited to the Agency, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under the Agreement. If an audit, litigation or other action is initiated during the time period of the Agreement, TALX shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- b. TALX agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- c. TALX agrees that each financial transaction shall be fully supported by appropriate documentation. TALX further agrees that such documentation shall be available for examination in accordance with the requirements as set forth in this section 15.

16. **NON-EXCLUSIVE.** The Agreement is a non exclusive contract, and Agency may purchase the same or similar item(s) from other vendors at any time during the term of the Agreement.

17. **CONFLICT OF INTEREST.** The Agreement in no way precludes, prevents, or restricts TALX from obtaining and working under additional contractual arrangement(s) with other parties aside from Agency, assuming that the contractual work in no way impedes TALX's ability to perform the Services required under the Agreement. TALX warrants that at the time of entering into the Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the Services under the Agreement.

TALX further agrees that there is no financial interest involved on the part of any CCAOSC, officers, Agency officers, or employees involved in the development of the specifications or the negotiation of the Agreement. TALX has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a CCAOSC or an Agency employee will gain financially or receive personal favors as a result of the signing or implementation of the Agreement. TALX will report the discovery of any potential conflict of interest to the CCAOSC. CCAOSC may exercise any right under the Agreement including termination of the Agreement.

TALX further agrees to comply with applicable Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By executing this Agreement TALX certifies that it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. TALX further agrees that it will not engage in any action(s) inconsistent with applicable Ohio ethics laws or the aforementioned Executive Order

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and TALX represents that TALX has adopted and enforces workplace policies ("TALX's Workplace Policies") for its employees and that TALX's employees are required to abide by such TALX Workplace Policies while performing Services under this Agreement

- 18. AVAILABILITY OF FUNDS.** The Agreement is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Agreement. If funds are not allocated and available for the continuance of the function performed by TALX hereunder, the products or Services directly involved in the performance of that function might be terminated by CCAOSC at the end of the period for which funds are available. CCAOSC will notify TALX at the earliest possible time of any products or Services that will or may be affected by a shortage of funds.

Provided CCAOSC or Agency has notified TALX as specified hereunder, no penalty shall accrue to CCAOSC or Agency in the event this provision is exercised, and CCAOSC or Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- a. In carrying out the Agreement, TALX and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. TALX agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. TALX will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.
- b. TALX agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. TALX will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of TALX.

- 20. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES.** TALX agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. TALX further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Agency consumer in its performance of the Agreement on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

- 21. DEBT CHECK PROVISION.** Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into the Agreement, TALX warrants that a finding for recovery has not been issued to TALX by the auditor of state. TALX further warrants that TALX shall notify Agency as soon as commercially reasonable should a finding for recovery occur during the Agreement term.

- 22. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT.** TALX agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and applicable environmental protection agency regulations. TALX understands that all violations shall be reported to the

PLEASE FAX TO SOCIAL SERVICES at 888-708-6816

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


23. **ENERGY POLICY AND CONSERVATION ACT.** TALX, agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)."

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

Agency CCAOSC

TALX Corporation

By
(signature):



Name
(print):

Thomas D. Strup

Title:

Sec/Treas.

Date:

6-20-2011

By
(signature):



Name
(print):

TIM MEYER


Title:

ASST DIRECTOR

Date:

6/13/2011

Ohio CSEA Directors' Association

By: 

Kimberly C. Newsom Bridges

Kimberly C. Newsom Bridges

Executive Director

June 20, 2011

PLEASE FAX TO SOCIAL SERVICES at 888-708-6816

UNIVERSAL MEMBERSHIP AGREEMENT
for
'The Work Number' Social Services

Exhibit 1

All users ("user" or "Consumer") subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

**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 Federal Trade Commission's Website at www.ftc.gov/credit. 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 Commission's Web site. 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, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

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. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

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 to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board. 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 Agency by contacting the Agency.

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 regulations issued by the banking and credit union regulators) – 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, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

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 FTC's Web site, www.ftc.gov/credit, 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, _____ ("Agency"), acknowledges that it subscribes to receive various information services from TALX Corporation ("TALX") 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 Agency's continued use of TALX services in relation to Vermont consumers, Agency hereby certifies as follows:

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

Agency: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Not applicable to this contract

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.

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 - EXPRESS SOCIAL SERVICE
FEES AND SERVICE DESCRIPTION**

I) AGENCY USE OF SERVICE:

The Work Number[®] is an employment verification service provided by TALX Corporation, a Missouri corporation, to its employer clients. Data on the Service may be accessed by agency to verify Consumer's employment status ("Employment Verification") or income ("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) **Product.** An Employment Verification includes the Consumer's (i) employer name and (ii) employment status. An Income Verification may include, without limitation, the Consumer's (i) employer address, (ii) employment dates, where available, (iii) position title, (iv) medical and dental information, where available, (v) pay rate, (vi) up to three (3) years of YTD gross income details, and (vii) up to three (3) years of pay period detail.
- b) **Delivery.** The Service provides automated access to requested Data via the Internet or phone. If Data is requested via the Internet, it will be delivered instantly via the same mode. If Data is requested via the phone, it will be delivered by fax within one (1) business day.
- c) **Input Requirements.** An Agency may request access to Data by providing the Consumer's social security number.

PRICING: Fees for Services provided under this Schedule include:

Verification Fees: Select a pricing plan below and initial by the plan you choose

☐ **Annual Payment:**

Agency Initials: KNS

	Annual Price	Transactions
Year 1	\$ 1,000,000.00	Unlimited
Year 2	\$ 1,050,000.00	Unlimited
Year 3	\$ 1,100,000.00	Unlimited
Year 4	\$ 1,150,000.00	Unlimited
Year 5	\$ 1,200,000.00	Unlimited
Year 6	\$ 1,250,000.00	Unlimited
	\$ 6,750,000.00	

- TALX will engage in renegotiation of the unlimited pricing model should a county or counties consisting of over 10% of the total volume of transactions opt out during the term of the contract. See Attachment 1 below with county percentages. The renegotiated pricing will be agreed upon by both TALX and OCDA and then reallocated to the remaining counties. Annually, OCDA will provide a new county percentage breakdown to be attached as part of the contract.

- II) **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 Agency 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.
- III) **MODIFICATION OF SERVICE DESCRIPTION:** TALX may modify this Service Description on thirty (30) days notice to Agency. Agency may terminate the Service within thirty (30) days after notice of a modification to the Service Description on written notice to TALX. Absence of such termination shall constitute Agency's agreement to the modification.

**UNIVERSAL MEMBERSHIP AGREEMENT
SCHEDULE A - EXPRESS SOCIAL SERVICE
FEES AND SERVICE DESCRIPTION**

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

Agency: CCADSC

By

(signature):

Name (print):

Title:

Date:

I ALX Corporation

By

(signature):

Name (print):

Title:

Date:

OCDA

Agency Name:

Address:

Main Contact:

Title:

Email:

Billing Contact:

Billing Phone:

Phone #:

Fax #:

**FAX NUMBER(S) TO REGISTER
PLEASE ENTER BELOW:**

IMPORTANT: Fax numbers identify registered users. Agency will be prompted for this fax number during the login process.

Billing Email:

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

AGENCY TYPE:

☐ State or County Social Services/Human Services Agency ☐ Social Security Administration ☐ Medicaid
☐ Work Program (WIA) ☐ Housing Authority (Federal, State or County) ☐ Child Support Enforcement
☐ Low-Income Housing (i.e. Sec. 8, Sec. 42)

****Please provide proof of low-income status****

**NOTE: IF YOU ARE COMPLETING THIS AGREEMENT FOR AN APARTMENT,
YOU MUST FAX PROOF OF THE APARTMENT'S LOW-INCOME STATUS
(i.e., APPLICATION, OCCUPANCY GUIDELINES, etc.) WITH THIS SERVICE
AGREEMENT OR YOUR ACCOUNT WILL NOT BE ACTIVATED**

Other:

SPECIFIC PROGRAMS OR DIVISIONS THAT I WILL USE THIS SERVICE (Check ALL that apply):

☐ Food Stamps ☐ TANF ☐ General Cash Assistance ☐ Low-Income Energy Assistance
☐ IEVS ☐ Fraud Investigations ☐ Quality Control ☐ Housing Assistance
☐ Work-related Assistance ☐ Emergency Assistance ☐ Title II ☐ Title XVI ☐ Title IV-D

Other: Please indicate all other programs that will use the service:

County	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Totals	Percentage
Allen CSEA	71	57	51	30	51	72	53	48	43	48	44	33	711	0.00%
Allen CSEA	255	334	412	371	290	370	371	253	241	374	374	315	3,141	0.00%
Ashtabula	17	24	15	25	16	11	12	6	20	27	11	16	276	0.00%
Ashtabula	0	26	31	14	10	9	14	15	22	16	14	9	276	0.00%
Aurora	61	40	68	52	73	57	69	61	53	42	53	33	773	0.00%
Baldwin	123	113	182	112	178	132	129	105	119	146	122	132	1,442	0.00%
Baldwin	64	63	79	61	102	113	100	102	79	64	60	47	1,300	0.00%
Baldwin	216	202	217	236	165	223	230	162	170	161	176	128	2,478	0.00%
Baldwin	3,161	3,023	3,207	3,033	3,102	3,211	3,282	3,241	3,130	3,022	3,111	2,478	31,441	0.00%
Baldwin	5	10	11	6	8	10	8	11	11	9	9	11	111	0.00%
Champaign	49	65	69	74	73	79	60	45	61	73	57	60	809	0.00%
Clark	406	454	434	453	325	431	470	401	383	280	373	421	5,291	0.00%
Clinton	91	178	243	221	255	247	246	258	188	178	181	201	2,621	0.00%
Clinton	242	162	180	156	180	187	173	153	132	153	141	151	1,821	0.00%
Columbia	65	63	61	69	100	100	100	100	67	62	63	61	1,111	0.00%
Columbia	30	24	30	24	30	24	24	24	24	24	24	24	300	0.00%
Crawford	27	52	61	70	81	82	71	59	64	67	77	62	847	0.00%
Crawford	1,111	1,012	1,122	1,123	1,108	1,132	1,137	1,141	1,063	1,099	1,108	1,063	13,131	0.00%
Crawford	4,102	3,940	4,063	4,023	4,023	4,066	4,099	4,061	3,988	4,045	4,077	4,015	48,205	0.00%
Dallas	10	63	61	63	137	107	97	95	109	112	76	97	1,371	0.00%
Dallas	0	10	2	1	2	0	2	1	3	3	3	3	33	0.00%
Dallas	54	57	67	64	78	78	65	77	67	76	80	66	801	0.00%
Dallas	0	10	11	8	7	0	6	4	10	9	12	16	106	0.00%
Elgin	210	210	252	210	242	311	252	237	262	234	298	330	3,111	0.00%
Elgin	200	242	234	250	263	331	331	262	300	293	323	391	3,541	0.00%
Fayette	60	70	75	61	68	63	71	60	87	106	90	86	1,091	0.00%
Fayette	71	70	70	70	70	70	70	70	70	70	70	70	700	0.00%
Fayette	8,322	8,324	8,402	8,374	8,403	8,403	8,419	8,423	8,419	8,404	8,410	8,409	100,204	0.00%
Fayette	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Fayette	28	40	24	14	11	91	29	22	20	13	27	32	334	0.00%
Fayette	51	78	89	65	80	80	60	72	63	73	62	123	944	0.00%
Guamany CSD	1	4	0	1	0	0	0	2	0	0	0	0	8	0.00%
Guamany CSD	54	23	27	27	37	37	25	40	42	44	26	41	420	0