

ADDENDUM - ASSURANCES AND CERTIFICATIONS

Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay

The “Assurances and Certifications” ensure the inclusion and acknowledgment of the required Federal and State contracting requirements that must be included in all contract made by Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (“Agency” or “CSTB”) that are funded by Federal or State awards.

This Addendum is part of the Universal Membership Agreement dated September 1, 2023 (the “Agreement”) by and between Equifax Workforce Solutions LLC (“EVS” or “Contractor”) and CSTB each a party and collectively parties to the Agreement.

In consideration of the mutual covenants and stipulations set forth in the Agreement and this Addendum, Contractor agrees to the following provisions, as applicable:

1. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended [\[2 CFR 200\]](#)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Upon CSTB’s written request, once annually, Contractor shall provide an attestation that it has not violated either of the above Acts.

2. Debarment and Suspension [\[2 CFR 200\]](#)

The Contractor certifies that, to the best of its knowledge, it is not currently debarred, suspended, or excluded from or participation in Federal assistance programs, nor proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement, in accordance with 29 CFR Part 98.

3. Public Entity Crimes

The Contractor hereby represents, to the best of its knowledge, that it has not been convicted of a public entity crime and that it is not on the State of Florida’s convicted vendor list. The Contractor also represents that, to the best of its knowledge, it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

4. Discriminatory Vendor List

The Contractor/ hereby represents , to the best of its knowledge, that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

5. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))

Contractor agrees to abide with all applicable provisions of the Byrd Anti-Lobbying Amendment, covered by 31 U.S.C. 1352. The Contractor hereby certifies that it will not and has not unlawfully used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

6. Equal Employment Opportunity [\[2 CFR 200\]](#)

Equal Employment Opportunity Act: Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

7. Prohibition on certain telecommunications and video surveillance services or equipment. [\[2 CFR 200.216\]](#)

Contractor agrees to comply with applicable provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the applicable requirements stated therein.

8. Domestic preferences for procurements [200.322](#)

- a) To the extent applicable and consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b) For purposes of this section:
 - 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Severability

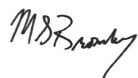
If any provision of this Addendum, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

10. Modification

No modification of this Addendum will be effective unless it is in writing, signed and dated by both the Contractor and CSTB.

Subject to the mutual agreement of the parties, the terms of this Addendum may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made herein. Extenuating circumstances must be for situations beyond the control or expectations of either party.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above.



Authorized Signer (Signature)

Mike Bromley

Printed Name & Title

Equifax Workforce Solutions LLC

Organization Name

09/08/2023

Date

UNIVERSAL MEMBERSHIP AGREEMENT
for
Equifax Verification Services for Social Services

("Agency"): Tampa Bay Workforce Alliance Inc, dba CareerSource Tampa Bay
Agency's Address: 4350 West Cypress Street, Suite 875, Tampa, FL 33607
Effective date of this Universal Membership Agreement ("Effective Date"): September 1, 2023

This **Universal Membership Agreement** (the "Agreement"), effective as of the Effective Date, is entered into by and between Equifax Workforce Solutions LLC, a Missouri limited liability company and provider of Equifax Verification Services located at 11432 Lackland Road, St. Louis, Missouri 63146 ("EVS"), and Agency.

RECITALS:

- A. EVS operates The Work Number® ("TWN"), a service used to verify employment and income information about an individual ("Consumer"), and various other services ("EVS Services") used to verify certain Consumer information (TWN and EVS Services are collectively referred to herein as the "Service"); and
- B. Agency wishes to use the Service to verify certain Consumer information.

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 each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.
2. **EVS OBLIGATIONS.** TWN will provide Agency with automated access to certain employment and/or income data ("Data") furnished to EVS by employers, and the EVS Service will provide Agency with access to certain other information ("Information") as described in each Schedule A attached hereto.
3. **AGENCY OBLIGATIONS.**
- a. Agency shall comply with the terms set forth in this Agreement, and each Exhibit and Schedule attached hereto.
 - b. Agency shall pay for the Services as set forth in each applicable Schedule. Applicable sales, use, privilege, or excise taxes shall be included in each invoice, except as otherwise exempted in the applicable Schedule.
 - c. Agency certifies that it will order Data from TWN only when Agency (i) intends to use the Data 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) has obtained 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.
 - d. Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.
 - e. Agency represents 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.
 - f. Agency represents it has written authorization from the Consumer to verify income. Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized the Agency to receive the income Data. Notwithstanding the foregoing, in the event Agency is using the Service to collect on defaulted child support obligations, Agency is not required to obtain such authorization.
 - g. 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 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 EVS.
 - h. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). Agency certifies that these requirements do not apply to it because Agency is NOT a "retail seller" (as defined in Section 1802.3 of the California Civil Code), and/or (b) Agency does NOT issue credit to California residents who appear in person on the basis of applications for credit submitted in person. Agency further certifies that it will notify EVS in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.
 - i. Agency will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended, all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.

- j. Agency may use the Data and Information provided through the Service only as described in this Agreement. Agency may reproduce or store the Data and Information obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data and Information 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 permitted in this Agreement, required by law, or Agency first obtains EVS'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 EVS, except in any state where this contractual prohibition would be invalid. Agency will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Agency. Agency will not interpret the failure of EVS 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.
- k. Agency acknowledges it shall employ decision making processes appropriate to the nature of the transaction and in accordance with industry standards and will use the Data and Information as part of its processes.
- l. "Processing" means accessing (including access to view), transmitting, using, or storing the Services, and any Data or Information provided or obtained through the Services (the "EVS Information"). Agency may Process EVS Information from the United States, Canada, and the United States territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U. S. Virgin Islands (collectively, the "Permitted Territory"). Agency must (i) notify EVS thirty (30) days prior to Processing EVS Information from a location outside of the Permitted Territory, in accordance with the notice requirements described in this Agreement; and (ii) sign an International Access and Use Addendum with EVS prior to Processing EVS Information from a location out of the Permitted Territory. EVS reserves the right to deny any such request for reasons including, without limitation, regulatory requirements, security concerns, or existing contractual obligations. Notwithstanding the foregoing, Agency is prohibited from Processing EVS Information from an Embargoed Country. "Embargoed Country" means any country or geographic region subject to comprehensive economic sanctions or embargoes administered by OFAC or the European Union.
- m. Except as otherwise permitted in Section 4.b. below, Agency may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Data or Information on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a separate agreement with EVS.
- n. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Agency activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Agency's requests for Data or Information and/or its use of Data or Information. Agency shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Agency shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s). Agency agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Agency shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. Agency may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address
Chad kunerth	kunerthc@careersourcectb.com

- o. Additional representations and warranties as may be set forth in each Schedule A.

4. DATA SECURITY. This Section 4 applies to any means through which Agency orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 4, 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 same, including Agency's FCRA and other obligations with respect to the access and use of Data.

- a. Agency will, with respect to handling any Data or Information provided through the Service:
 - 1. ensure that only Authorized Users can order or have access to the Service;
 - 2. ensure that Authorized Users do not order Data or Information for personal reasons or provide Data or Information to any third party except as permitted by this Agreement;
 - 3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment;
 - 4. 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 security procedures and controls which are standard practice in the data protection industry ("Industry Standard Practices"), for example compliance with ISO 27001 standards;
 - 5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Agency security codes, user names, User IDs, and any passwords Agency may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited;
 - 6. change Agency passwords at least every ninety (90) days or sooner if Agency suspects an unauthorized person has learned the password; and perform at a minimum, quarterly entitlement reviews to recertify and validate Authorized User's access privileges and disable the account of any Agency user who is no longer responsible for accessing the Service;

7. adhere to all security features in the software and hardware Agency uses to order or access the Services, including the use of IP restriction;
 8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts;
 9. in no event access the Services via any unregistered wireless hand-held communication device, that have not gone through Agency's device enrollment, access, and authentication process. Such process shall be reviewed and approved by EVS prior to allowing access to Services via any hand-held communication device;
 10. not use non-agency owned assets such as 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, and DVDs) to store the Data or Information. In addition, Data and Information must be encrypted when not in use and all printed Data and Information 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. In either case, Industry Standard Practices for the type of Data and Information received from EVS must be employed;
 11. if Agency sends, transfers or ships any Data or Information, encrypt the Data and Information using the following minimum standards, which standards may be modified from time to time by EVS: FIPS 140-2 compliant ciphers and algorithms;
 12. not ship hardware or software between Agency's locations or to third parties without deleting all of EVS's Confidential Information, Agency number(s), security codes, User IDs, passwords, Agency user passwords, and any Consumer information, or Data;
 13. monitor compliance with the obligations of this Section 4, and immediately notify EVS if Agency suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity;
 14. if, subject to the terms of this Agreement, Agency uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Agency's user names, security access codes, or passwords, and Agency will ensure the Service Provider safeguards Agency's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Agency under this Section 4;
 15. use Industry Standard Practices to assure data security when disposing of any Data and Information obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Agency's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records;
 16. use Industry Standard Practices to secure Data and Information when stored on servers, subject to the following requirements: (i) servers storing Data and Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) Data and Information must be protected through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) access (both physical and network) to systems storing Data and Information must be secure, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available;
 17. not allow Data or Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices;
 18. use Industry Standard Practices 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;
 19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative; and
 20. in the event Agency has a Security Incident involving EVS Confidential Information, Agency will fully cooperate with EVS in a security assessment process and promptly remediate any finding. For purposes of this Section 4, "**Security Incident**" means any actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Services or Data.
- b. A cloud service provider ("**CSP**") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Agency may use a CSP to process, transmit, or store Data and Information, subject to the requirements below.
1. Agency may use Amazon Web Services, Google Cloud Platform, Microsoft Azure, or Salesforce exclusively as their CSP, so long as Agency certifies its CSP has the following minimum requirements: (i) Data and Information at rest is encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) Agency shall manage all encryption keys within the Agency's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; and (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles.
 2. For all other CSPs, Agency certifies that Agency will, and will contractually obligate its CSP to, follow EVS's minimum requirements: (i) Data and Information at rest is encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) Agency shall manage all encryption keys within the Agency's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data

and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles; (vii) utilization of secure data destruction techniques shall be used to destroy Data and Information in accordance with industry standards; (viii) assets that are no longer needed for legal purposes shall be destroyed in accordance with industry standard; (ix) incident handling and forensic support shall be provided in the event of an investigation or Security Incident; (x) cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards; (xi) information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance; (xii) CSP's application environment shall be certified by an independent third party (SOC 2 Type 2), if operating in a hybrid environment, a SOC 2 Type 2 or equivalent shall also be required for the Agency; (xiii) Third parties providing support services to the Agency or Agency's CSP shall not have access to Data and Information without prior consent of EVS; (xiv) CSP shall have network-based Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) tools deployed in or around the cloud network infrastructure; (xv) centralized logging and monitoring of the CSP's infrastructure/environment; and (xvi) Agency shall utilize multi-factor authentication (MFA) to remotely access CSP's infrastructure/environment.

- c. If EVS reasonably believes Agency has violated this Section 4, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Agency and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Agency's facilities, security practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Agency's compliance with the data security requirements of this Section 4.

5. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement, including Data and Information obtained from the Service, the terms of this Agreement and the pricing terms contained in Schedule A, consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 5, with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.
6. **TERM AND TERMINATION.** The term for the Service(s) is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding Schedule with a term then in effect. Either EVS or Agency 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, EVS may change the price of the Service and/or the Service Schedule and/or Description with thirty (30) days' notice to Company. Agency's 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 EVS believes that Agency has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules immediately upon notice to Agency.
7. **RIGHTS TO SERVICE.** The Service and the Data are proprietary to EVS; and all rights to the Service and Data are proprietary to and reserved by EVS.
8. **WARRANTY.** EVS 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 EVS's performance thereof. Agency acknowledges that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS 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 EVS KNOWS OF SUCH PURPOSE.
9. **FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
10. **INDEMNIFICATION.** Agency and EVS recognize that every business decision represents an assumption of risk and that neither party in furnishing Confidential Information, Data, or the Service to the other, underwrites or assumes the other's risk in any manner. To the extent permitted by laws applicable to the parties, each party agrees to indemnify, defend and hold harmless ("Indemnify") the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from the indemnifying party's, or its affiliates', directors', officers' or employees' ("Indemnifying Party") (i) breach of this Agreement, (ii) negligent or intentional, wrongful act or omission, (iii) infringement on third party proprietary rights, or (iv) violation of law.
11. **LIMITATION OF LIABILITY** In no event shall EVS 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 Service or this Agreement, even if it has been advised of the possibility of such damages. Except for the indemnification obligations found herein, damages of any kind payable by EVS shall not exceed the sum paid by Agency for the item of Service which causes Agency's claim.

12. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAWS APPLICABLE TO THE PARTIES, EACH PARTY AGREES TO WAIVE AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

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. This Agreement may not be assigned or transferred by Agency without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either Agency or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

14. NOTICES. Every notice required under this Agreement may be (i) sent by electronic delivery to the applicable email address below; (ii) mailed first class postage prepaid or by other courier or delivery service to the applicable address below; or (iii) sent through other electronic means, including but not limited to, through Agency's online or integrated access to the Service. Every notice shall be effective upon the following as applicable: (i) day of email sent; (ii) delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service; or (iii) date of electronic notification through Agency's online or integrated access to the Service. Agency agrees that if it does not provide the notice information below, then EVS may use the address listed above to provide notice to Agency. Either party may change its notice contact information upon notice to the other party.


	Agency (To be filled in by Agency)	EVS
E-mail Address	Munroa@careersourceth.com	evscontracts@equifax.com
Agency Name	Tampa Bay Workforce Alliance Inc, dba CareerSource Tampa Bay	Equifax Workforce Solutions LLC
Agency Street Address	4350 West Cypress Street, Suite 875	11432 Lackland Road
Agency City, State, Zip Code	Tampa, FL 33607	St. Louis, MO 63146
Attn: Agency Notice Contact	Attn: Anna Munro	Attn: President

15. COUNTERPARTS/EXECUTION. 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, email or other means of electronic transmission. The parties intend that counterpart copies signed and exchanged as provided in the 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.

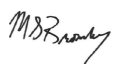
By signing below, Agency acknowledges receipt of Exhibit I, "Notice to Users of Consumer Reports Obligations of Users Under the FCRA"; and Agency represents that Agency has read "Notice to Users of Consumer Reports Obligations of Users Under the FCRA" which explains Agency's obligations under the FCRA as a user of consumer report information

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

Agency

By (signature): 
John Flanagan (Sep 8, 2023 15:27 EDT)
Name (print): John Flanagan
Title: President & CEO
Date: 09/08/2023

Equifax Workforce Solutions LLC, provider of Equifax Verification Services

By (signature): 
Mike Bromley
Name (print): Mike Bromley
Title: SVP, GM, Equifax Government Solutions
Date: 09/08/2023

UNIVERSAL MEMBERSHIP AGREEMENT

for Equifax Verification Services

Exhibit 1

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

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 Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. 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 Bureau's website. **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 Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore.

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 Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore.

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 prescribed by the Consumer Financial Protection Bureau.

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 company by contacting the company.

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, Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

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 Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about 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
Equifax Verification Services

Exhibit 2

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, Tampa Bay Workforce Alliance Inc, dba CareerSource Tampa Bay ("Agency"), acknowledges that it subscribes to receive various information services from Equifax Workforce Solutions LLC, provider of Equifax Verification Services ("EVS"), 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 EVS 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 EVS.

Agency: **Tampa Bay Workforce Alliance Inc, dba CareerSource Tampa Bay**

Signed By:  John Flanagan (Sep 8, 2023 15:27 EDT)

Printed Name and Title: **John Flanagan, President and CEO**

Account Number: n/a

Date: **09/08/2023**

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: Anna Munro

Title: VP Fiscal and Administrative Compliance

Mailing Address: 4350 West Cypress St, Suite 875, Tampa, FL 33607

E-Mail Address: munroa@careersourcetb.com

Phone: 813-397-2064 Fax: n/a

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.

SCHEDULE A
TO THE UNIVERSAL MEMBERSHIP AGREEMENT
EQUIFAX VERIFICATION SERVICES

"Agency":	Tampa Bay Workforce Alliance Inc. dba CareerSource Tampa Bay
"Effective Date" of this Schedule A:	September 1, 2023
"Agreement":	<i>Universal Membership Agreement</i>
Agreement effective date:	September 1, 2023

Agency may request various Services from EVS during the term of the Agreement. EVS shall provide the Services described Schedule A-1 in accordance with the Agreement, including exhibits thereto, and this Schedule A, including Exhibit A, which together are part of, and incorporated into, the Agreement. Some Services have additional terms and conditions which are referenced in Schedule A-2. Agency will pay EVS for the Services pursuant to the terms of Schedule A-3. Unless otherwise defined in this Schedule A, all defined terms used herein shall have the meaning ascribed to them in the Agreement. This Schedule A, including all attachments hereto, specifically supersedes and replaces any Schedules, Statements of Work, and other product or pricing agreements between the parties that predate this Schedule A and which relate to the Service(s) selected below in this Schedule A, even if the prior agreements contains an "entire agreement" or "merger" clause, and any such Schedules, Statements of Work, and other product or pricing agreements are terminated.

This Schedule shall begin on the Effective Date and continue for a period of one (1) year ("Initial Term"), unless earlier terminated as set forth in the Agreement. Upon expiration of the Initial Term, this Schedule shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless otherwise terminated in accordance with the terms of the Agreement.

1. **AGENCY INFORMATION.** (Please use the physical business location address; a P.O. Box is not acceptable.)

Agency Name:	Tampa Bay Workforce Alliance Inc, dba CareerSource Tampa Bay	Phone:	813-930-7400
Address:	4350 West Cypress Street, Suite 875	State:	FL
City:	Tampa	Zip Code:	33607

DBA or Management Agency, if different:	CareerSource Tampa Bay
Website address:	www.careersourcetampabay.com


2. **MAIN CONTACT INFORMATION.**

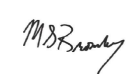
Name:	Chad Kunerth	Phone / Fax:	813-930-7400 ex. 2512 / n/a
Title:	VP, MIS and Data Services	Email:	kunerthc@careersourcetb.com
Supervisor:	John Flanagan 813-397-2024	Supervisor Phone:	

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

Agency: Tampa Bay Workforce Alliance dba CareerSource Tampa Bay

Equifax Workforce Solutions LLC, provider of Equifax Verification Services

By 
 (signature):
 Name (print): John Flanagan
 Title: President & CEO
 Date: 09/08/2023

By 
 (signature):
 Name (print): Mike Bromley
 Title: SVP, GM, Equifax Government Solutions
 Date: 09/08/2023

SCHEDULE A-1
SERVICE DESCRIPTIONS

1. The Work Number® Services.

The Work Number® Express Social Service Verification. A Social Service verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

2. Smart Screen Plus – Tenant Check Government Service (“Smart Screen”). The Smart Screen Service is an instant screening service that provides either:

- A. An output stating that no incarceration records were found within the incarceration data network (as described in the user guide referenced on the output report) (“Response”); AND
- B. certain consumer information (“Consumer Information”); OR
- C. an output stating that no response can be provided (“No Response”).

3. Other EVS Services.

A. IRS Income Verification Services.

IRS Tax Transcript Fulfillment. EVS shall provide Agency with the IRS Tax Transcript Fulfillment Service as requested by Agency. Tax documents may be ordered by a representative of Agency. A completed IRS 4506-C consent form, which has been signed by the Consumer within the timeframe allowed by the IRS prior to submission, is required for every order. EVS shall perform an initial quality review of IRS consent forms submitted by a representative of Agency to ensure that the appropriate Consumer information and signature are provided to EVS prior to the delivery to the IRS. The tax transcript document provided to EVS by the IRS is then made available to Agency. EVS shall provide Agency with the Tax Transcript Summary Report when available. This report provides an overview of key Data elements and analysis from each tax transcript ordered by Agency.

B. Included Services.

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

Verification of Property Services.

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

SCHEDULE A-2

ADDITIONAL TERMS AND CONDITIONS

1. Terms and Conditions Applicable to all Services

- A. **Audit.** Upon request by EVS at any time, Agency shall provide Consumer authorizations to verify the Consumer's information, including but not limited to the Consumer's income, and Agency shall provide EVS with records as EVS may reasonably request to conduct such audit(s). Agency's failure to fully cooperate or to produce requested consumer authorizations may result in immediate suspension of the Services until such time as Agency corrects any discrepancy revealed by such audit.
- B. **Modification of Service Description.** EVS may modify this Schedule A, including pricing, on thirty (30) days' notice to Agency. Agency may terminate the Agreement and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to EVS. Absence of such termination shall constitute Agency's agreement to the modification.
- C. **Compliance with Laws.** Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other United States Privacy Laws.

2. Terms and Conditions Applicable to The Work Number® Services

- A. **Agency Representation**
Agency represents that it has authorization from the Consumer authorizing Agency to verify income Data. Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized Agency to receive the income Data.
- B. **Input Requirements.**
 - 1. **Online.** Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant EVS website.
 - 2. **Batch.** Agency may request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS's standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement.
- C. **Delivery.**
 - 1. **Online.** The Service will be delivered online, providing automated access to requested Data.
 - 2. **Batch.** Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements, above, EVS will deliver a return file of Data via the secure batch website.

3. Terms and Conditions Applicable to the Smart Screen Services

- A. **Terms.** The terms and conditions applicable to "Data" as used in the Agreement shall apply to a Response returned through the Smart Screen service and the Consumer Information. The terms and conditions applicable to "Information" as used in the Agreement shall apply to a No Response.
- B. **Use.** A Response provided from the Smart Screen service and the Consumer Information are consumer reports under the FCRA and are limited to a single use for the permissible purpose in which they were obtained. Specifically, Agency certifies that it will use the Smart Screen service only when: (i) it has a legitimate business need for such information in the government tenant screening industry, or (ii) in accordance with the written instructions of the Consumer to whom it relates for workforce programs. A No Response is not a consumer report. Company shall not interpret a No Response as a statement regarding the Consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living because the No Response may result from one or more factors unrelated to these items. Company is strictly prohibited from using the No Response in any manner that would cause it to be characterized as a consumer report.
- C. **Adverse Action.** Agency shall not take adverse action with respect to any Consumer based on a Response or the Consumer Information obtained through the Smart Screen service.
- D. **FCRA.** The parties acknowledge that a Response returned from the Smart Screen Service and the Consumer Information are both a "CONSUMER REPORT" AS DEFINED BY THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681 et seq. ("FCRA").
- E. **Delivery.** EVS will provide automated access to the Smart Screen service, as available via the internet ("Web");
- F. **Input Requirements.** Agency may obtain the Smart Screen Service by providing key elements from the Consumer, which may include but is not limited to a Consumer's social security number.

4. Terms and Conditions Applicable to Other EVS Services

A. IRS Income Verification Services.

Agency Certification. Agency certifies that Agency has procedures and policies in place to validate the identities of all individuals authorized to submit and retrieve IRS transcripts on behalf of Agency.

B. Property Verification Services.

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

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

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

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

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

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

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

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

SCHEDULE A-3
Service Pricing AND Payment Terms

1. PAYMENT TERMS AND CONDITIONS.

- A. Payments.** Payment for Services under this Schedule will be made directly to Carahsoft Technology Corporation in the manner agreed to by Agency and Carahsoft Technology Corporation.
- B. Agency Purchase Orders:** If the use of a Purchase Order ("PO") or similar ordering document is required by Agency, the following information must be provided as part of the Agreement. Failure to include this information reflects Agency's agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than ninety (90) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. The PO Amount or dollar limit, if applicable, of initial PO does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified herein. The PO effective dates (as defined below) does not impact the Effective Date(s) or Term(s) specified herein. The EWS PO contact information is: Equifax@Carahsoft.com.

PO Number (or similar):	N/A	PO Amount:	
PO Start Date:		PO End Date:	
PO Contact Name:		PO Contact Email:	

- C. Taxes.** Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

2. SERVICE PRICING.

A. Third Party Fees Applicable To All Services.

- (1) **Third Party Fee.** EVS will pass along any fees incurred by third parties to Agency, including program fees implemented by the IRS. EVS will post these third party fees as a separate line item on the invoices.
- (2) **Technology Portal Delivery Fee.** EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

B. The Work Number® Services

Express Social Service Verification	Internal EFX Use		Price per Transaction				
Date Range Transactions	<div>3 Full Months0210112497</div>		3 Full Months	6 Full Months	1 Full Year	3 Full Years	Purchase All
	<div>6 Full Months0210112511</div>		\$45.95	\$41.95	\$34.95	\$28.95	\$15.95
	<div>1 Full Year0210112512</div>						
	<div>3 Full Years0210112513</div>						
	<div>Purchase All0210112514</div>						
Additional Records	0210111384		\$18.99				
The Work Number® Services Pricing Terms and Conditions							
Transaction Fees will be assessed based on the date range selected. Each employer returned in a Verification Report constitutes a separate “Transaction”. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.							
The above pricing is based on one use/decision per Verification Report.							
Based on the Date Range selected by Agency, there may be an option to view additional records (“Additional Records”). Additional Records are not applicable with Purchase All, as Purchase All will include all records.							
Any Additional Records selected will be reflected as “Social Service Transactions-PA” on the applicable invoice.							

C. Smart Screen Plus – Tenant Check Government Services.

Output	Internal EFX Use	Price
Response	0245121841	\$59.00 per Response
No Response	0245121841	No charge

D. Other EVS Services.

Select "Yes" or "No" as applicable	IRS Tax Transcript Fulfillment	Internal EFX Use	Per Transaction Fee
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		#0227110826 IRS: 0227100033	IRS Program Fee +\$8.00

E. Included Services.

Property Verification (Available when ordering services online)	Internal EFX Use	Per Submission* Fee
	0210108241	\$7.95

*A "Submission" is defined by a database search which is conducted regardless of whether or not Information is returned. The above pricing reflects the fee for each Submission and is based on one use/decision per Submission.

3. ADDITIONAL SERVICE FEES.

	Internal EFX Use	
Annual Setup Fee	0210100037	\$125.00
Security Monitoring Services Fee:	0210100067	\$4.99 per month
Monthly Account Servicing Fee	0210100693	\$10.00

Exhibit A
Agency Information

(To be completed by Agency prior to Services being provided)

Physical address of where verifications will be performed (if different than above).	same
Onsite contact for onsite inspection.	Chad Kunerth
Onsite contact email and phone number.	kunerthc@careersourcetb.com 813-930-7400 ex. 2512

Additional User Information

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

	Name	E-mail Address
User1:	Matthew Quevedo (Web Manager)	quevedom@careersourcetb.com
User2:	Tranysha Downey	DowneyT@careersourcetb.com
User3:		
User4:		
User5:		

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

Billing Information

Billing Contact:	Sheila Doyle	Billing Address:	4350 W. Cypress St, Suite 875
Billing Contact Title:	Chief Financial Officer	City:	Tampa
Billing Phone #:	813-397-2077	State:	FL
Billing Fax #:	855-484-6949	Zip Code:	33607
Billing E-mail:	invoice@careersourcetb.com		

Is Agency Tax Exempt? ☒ Yes ☐ No

If Yes, Please submit tax exemption certificate.

Agency Type:

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

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

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

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

How many units does Agency have? _____ How many of those are subsidized units? _____

Note: Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Is Agency affiliated with City/State Housing Authority? ☐ Yes ☒ No

If yes, please include the name: _____

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

Federal/State/County/City/Local/Government Copy of program's application Income guidelines to determine eligibility	Social Security Administration Copy of program's application Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government Funding source	Third Party Vendor for Government Agency Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government Funding source.
Housing Authority Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)	Apartment Complex/Property Management Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

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

Purchase Order – Please fill out

Purchase order to:

CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD
STE 100
RESTON, VA 20190

Date: September 1, 2023

Ship to/End User

Name: Chad Kunerth
Title: Director MIS and Data Services
Company/Agency: Tampa Bay Workforce Alliance Inc, dba CareerSource Tampa Bay
Email: Kunerthc@careersourcetb.com
Address: 4350 West Cypress Street, Suite 875, Tampa, FL 33607

Invoice/Buyer information directions

Name: Sheila Doyle
Title: Chief Financial Officer
Company/Agency: Tampa Bay Workforce Alliance Inc. dba CareerSource Tampa Bay
Email: invoice@careersourcetb.com
Address: 4350 West Cypress Street, Suite 875, Tampa, FL 33607
Please additional contacts for invoices to be sent to:

Sales Tax:

If your agency is tax exempt from the state in which you will be using The Work Number the exemption certificate must be provided or else sales tax will be added to your invoices. Please indicate if you are including a state tax exemption certificate with this contract:

☒ YES ☐ NO

Please sign the below that you agree to the payment terms to Carahsoft Technology corporation.

- Billing will be based on usage/transactions of the Equifax Work Number monthly
- Carahsoft FTIN: 52-2189693
- Credit Cards: VISA/MasterCard/AMEX
- Payment Terms: Net 30 (On Approved Credit)
- Sales Tax May Apply – Please provide a Tax Exempt certificate
- Check Yes ☐ OR No ☒ if your agency will be providing a purchase order
 - o If you check NO please initial HERE that your agency agrees that this signed contract is valid to purchase and bill off of.

This order is subject to the terms attached to the end of this purchase order.

Buyers Signature:


John Flanagan on 9/1/2023 15:24:02

Name/Title

John Flanagan

President & CEO

Date

09/08/2023