

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES

AGREEMENT NUMBER

17-3078

AMENDMENT NUMBER

A2

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

TALX Corporation

2. The term of this Agreement is:

START DATE

April 30, 2018

THROUGH END DATE

March 31, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$22,729,620.00 - Twenty-Two Million Seven Hundred Twenty-Nine Thousand Six Hundred Twenty Dollars and 00/100

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement 17-3078 originally made and entered into on April 30, 2018 is amended on this day of March 1, 2021 in the following particulars and no others:

A. STD 213, Item 2, The term of this agreement is hereby amended to read: Extend the termination date by one year, from March 31, 2021 to March 31, 2022. The term of this agreement begins on April 30, 2018 and terminates on March 31, 2022. This time extension is to allow the Contractor to continue to provide online employment and income verification services to California counties.

B. STD 213, Item 3, The maximum amount of this Agreement after this amendment is hereby amended to read: Increase the maximum amount payable by \$6,392,060.00 from \$16,337,560.00 to \$22,729,620.00. The maximum amount payable shall not exceed \$23,000,560.00. This increase is crucial to the Department and will allow the Contractor to continue online verification services.

C. Exhibit B - Budget Detail and Payment Provisions is deleted and replaced in its entirety with the attached Revised Exhibit B - Budget Detail and Payment Provisions to include Year 4 payment details.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TALX Corporation

CONTRACTOR BUSINESS ADDRESS

11432 Lackland Road

CITY

St. Louis

STATE

MO

ZIP

63146

PRINTED NAME OF PERSON SIGNING

Mike Bromley

TITLE

VP / GM Equifax Government Solutions

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

03/11/2021

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AGREEMENT NUMBER 17-3078	AMENDMENT NUMBER A2	Purchasing Authority Number
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

774 P Street, MS 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Karen Dickerson

DATE SIGNED

3/12/21

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**REVISED EXHIBIT B
(Standard Agreement)****BUDGET DETAIL AND PAYMENT PROVISIONS****A. Invoicing and Payment**

1. The maximum amount payable under this agreement shall not exceed ~~\$16,337,560.00~~ **\$22,729,620.00**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2017/18	\$952,000.00
2018/19	\$4,399,125.00
2019/20	\$6,045,390.00
2020/21	\$4,941,045.00 <u>\$6,549,060.00</u>
<u>2021/22</u>	<u>\$4,824,045.00</u>

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified below.

Total Income Verifications Per Year	Monthly Fixed Fee	Overage Rate Per Verification
1,500,000	\$474,375.00	\$4.03

The vendor will also charge an account service fee in association with the number of verifications per month. If the state exceeds the number of allotted income verifications in a given year, any additional transactions are billed at the overage rate per verification.

Online Employment Verifications, including Employment or SSN searches, shall be provided to the State at no additional cost.

3. The State shall have the ability to change pricing tiers once per contract year based on projected volume need, selecting from the pricing tiers below:

Year 1	Monthly Fixed Fee	Total Verifications Per Year	Overage Rate Per Verification
Tier 1	\$250,666.67	800,000	\$3.95
Tier 2	\$304,000.00	1,000,000	\$3.85
Tier 3	\$379,000.00	1,250,000	\$3.85
Tier 4	\$447,750.00	1,500,000	\$3.80

Year 2	Monthly Fixed Fee	Total Verifications Per Year	Overage Rate Per Verification
Tier 1	\$265,466.67	800,000	\$4.19
Tier 2	\$322,000.00	1,000,000	\$4.08
Tier 3	\$401,500.00	1,250,000	\$4.08
Tier 4	\$474,375.00	1,500,000	\$4.03

Year 3	Monthly Fixed Fee	Total Verifications Per Year	Overage Rate Per Verification
Tier 1	\$286,384.00	800,000	\$4.44
Tier 2	\$347,440.00	1,000,000	\$4.33
Tier 3	\$433,300.00	1,250,000	\$4.33
Tier 4	\$512,005.00	1,500,000	\$4.27

**REVISED EXHIBIT B
(Standard Agreement)**

<u>Year</u> <u>4</u>	<u>Monthly</u> <u>Fixed Fee</u>	<u>Total Verifications</u> <u>Per Year</u>	<u>Overage Rate</u> <u>Per Verification</u>
Tier 1	\$286,384.00	800,000	\$4.44
Tier 2	\$347,440.00	1,000,000	\$4.33
Tier 3	\$433,300.00	1,250,000	\$4.33
Tier 4	\$512,005.00	1,500,000	\$4.27

4. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

5. Invoices shall include the Agreement Number 17-3078 **A2** and Index Code 9990 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
~~Program Integrity and Automation Branch~~ **Enterprise Data Management Branch**
 744 P Street, MS 8-5-26 **8-5-45**
 Sacramento, CA 95814
 Attn: ~~Chris Daniels~~ **Jabari Lewis**
Email: Jabari.Lewis@dss.ca.gov

Pursuant to Office of Management and Budget (OMB) regulations (2 CFR 200.300 and 200.331), the Contractor shall provide the sub recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the CFDA Number and Title:

CFDA Number: 93.558
 CFDA Program Title: Temporary Assistance for Needy Families

CFDA Number: 10.561
 CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

**REVISED EXHIBIT B
(Standard Agreement)**

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.