



SUB-RECIPIENT AGREEMENT

EDUCATIONAL DATA SYSTEMS INCORPORATED

ONE-STOP OPERATOR SERVICES

PROGRAM YEAR 2025-2026

Agreement No. FY26-500-001

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ARTICLE I AGREEMENT PURPOSE AND INFORMATION

- 1.1 This Contract is made and entered by and between Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay, a Florida not-for-profit corporation, hereinafter referred to as “CSTB or Organization” having its administrative office at 4350 West Cypress Street, Suite 875, Tampa, FL 33607 and Educational Data Systems, Inc. (DUNS #11-513-2409), a Subchapter S-Corporation, hereinafter referred to as “Sub-Recipient, Contractor or EDSI,” having its principal administrative office at 15300 Commerce Dr. North, Suite 200, Dearborn, Michigan 48120.
- 1.2 The purpose of this Agreement is to describe the scope of work, terms, and conditions under which the Sub-Recipient will coordinate programs among and between the required one-stop partners and service providers in the Hillsborough and Pinellas County service delivery area. CSTB has been designated by the Hillsborough/Pinellas Workforce Development Consortium (Chief Elected Officials) as the administrative entity, grant recipient and fiscal agent for local workforce development area 28.

Comprehensive Center Locations and Hours of Operation

Tampa Center 9215 N. Florida Avenue Tampa, FL 33612 Monday – Friday 8 am – 5 pm	Gulf to Bay Center 2312 Gulf to Bay Blvd. Clearwater, FL 33765 Monday – Friday 8 am – 5 pm	St. Petersburg Center 3420 8 th Avenue South St. Petersburg, FL 33711 Monday – Friday 8 am – 5 pm
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Satellite Office Locations and Hours of Operation

Brandon Center 6302 E. Dr Martin Luther King Jr. Blvd Tampa, FL 33619 Monday – Friday 8 am – 5 pm	Ruskin Center 201 14 th Avenue Southeast Ruskin, FL 33570 Monday – Friday 8 am – 5 pm (Closed for lunch daily 12 pm – 1 pm)
Plant City Center 307 N Michigan Avenue Plant City, FL 33563 Monday – Friday 8 am – 5 pm (Closed for lunch daily 12 pm – 1 pm)	Tarpon Springs 682 E. Klosterman Road Tarpon Springs, FL 34689 Monday – Friday 8 am – 5 pm (Closed for lunch daily 12 pm – 1 pm)

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1.3 Information requirement for pass-through entities.

Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - §200.332: Requirements for pass-through entities.			
The following information is provided by Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay, the Pass-Through Entity, to Educational Data Systems Inc, the Subrecipient. If/when any of these data elements change, the change(s) will (also) be included in any subsequent sub-award modification(s).			
1. Federal Award Identification			
Sub-Recipient Name: (must match the name associated with its unique entity identifier)	Educational Data Systems Inc.		
Sub-Recipient's unique entity identifier:	YT7DS6K1J6X7		
Federal Award Identification Number (FAIN) and Federal Award Dates:	Project Name (SERA)	FAIN	Federal Award Date (Year)
	WIOA – Adult	24A55AT000058	2024
	WIOA – Adult	25A55AT000121	2025
	WIOA – Dislocated Worker	24A55AW000057	2024
	WIOA – Dislocated Worker	25A55AW000124	2025
	WIOA – Youth	24A55AY000073	2024
	WIOA – Youth	25A55AY000112	2025
	Veterans Program-Disabled Veterans (DVOP)	25555DV000157	2025
	Veterans Program-Local Veterans (LVER)	25555DV000157	2025
	Supplemental Nutrition Assistance Program (SNAP)	255FL412Q7503	2024
	Supplemental Nutrition Assistance Program	Not available	2025
	Welfare Transition Program (WTP), July-Sept	G2501FLTANF	2024
	Welfare Transition Program, Oct-June	G2501FLTANF	2025
	Welfare Transition Program, July-Sept	Not available	2025
	RESEA	24A60UR000069	2024
	RESEA	Not available	2025
	Not available: FAIN is not yet available for the federal award year.		
Agreement Period of Performance Start/End Dates:	July 1, 2025 – June 30, 2026		
Agreement Budget Period Start/End Dates:	July 1, 2025 – June 30, 2026		
Total amount of Federal funds obligated to the Sub-Recipient:	\$222,715		
Federal award project description:	One Stop Operator		

Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - §200.332: Requirements for pass-through entities.	
The following information is provided by Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay, the Pass-Through Entity, to Educational Data Systems Inc, the Subrecipient. If/when any of these data elements change, the change(s) will (also) be included in any subsequent sub-award modification(s).	
1. Federal Award Identification	
Name of Federal Awarding Agency; Pass-Through Entity; and Contact Information for awarding official	<p><u>Federal Awarding Agencies:</u> For WIOA, DVOP, LVER, RESEA: U. S. Dept. of Labor through Florida Department of Commerce. For TANF (WTP): U. S. Dept. of Health and Human Services through Florida Department of Commerce. For SNAP: U.S. Department of Agriculture through Florida Department of Commerce.</p> <p><u>Pass Through Entity:</u> CareerSource Tampa Bay <u>Contact Information:</u> Anna Munro, VP of Fiscal and Administrative Compliance, munroa@careersourcetn.com</p>
Assistance Listing Number and Title:	10.561 Supplemental Nutrition Assistance Program 100% E&T Admin 17.225 Unemployment Insurance 17.258 WIOA Formula Adult 17.259 WIOA Formula Youth 17.278 WIOA Formula Dislocated Worker 17.801 Jobs for Veterans' State Grant 93.558 Temporary Assistance for Needy Families (TANF)
Identification of whether the Federal award is for research and development	Not applicable
Indirect cost rate for the Federal Award:	Cost Allocation Methodology

ARTICLE II GENERAL PROVISIONS

Agreement Amount

- 2.1 CSTB agrees to pay for Sub-Recipient services to be rendered as set forth below, an amount not to exceed \$222,715 (including indirect and profit), subject to the availability of funds. Payments will be made through Federal funds from grants with assistance listing numbers noted above.
- 2.2 The specific method of payment for services to be rendered shall be as set forth below and shall be contingent upon demonstration that performance deliverables have been successfully accomplished to CSTB's satisfaction, and submittal of request for payment with sufficient supporting documentation.

Period of Performance

- 2.3 The parties hereto agree that each may execute this Agreement on different dates but hereby acknowledge that the service period begin on July 1, 2025, and remain in full force and effect until June 30, 2026, unless otherwise terminated or extended.
- 2.3.1 This Contract may be renewed and extended, at the option of CSTB, for three (3) additional periods of one (1) year.

Initial Contract and Option Periods			
	Fiscal Year	Contract Period	
		From	To
Initial	FY2025	July 1, 2025	June 30, 2026
Option 1	FY2026	July 1, 2026	June 30, 2027
Option 2	FY2027	July 1, 2027	June 30, 2028
Option 3	FY2028	July 1, 2028	June 30, 2029

Renewal will be at the sole discretion of CSTB and its Board of Directors. The option to renew is not guaranteed and the initial award of the contract does not imply an exercise of the option to renew.

Stand-In Costs

- 2.4 Costs paid from non-federal sources may be used to stand-in for disallowed costs identified as a result of a monitoring report or audit. These costs shall be reported as uncharged program costs and shall have been allowable under the grant for which the stand-in costs are offered. Stand-in costs shall be adequately documented, subject to verification through an audit, and shall be reported in accordance with standards set by 2 CFR 200.430.

Policies and Procedures

- 2.5 All purchases shall follow CSTB's procurement guidelines. Purchasing and payment is handled by CSTB staff.
- 2.6 Sub-Recipient agrees to adhere to all CSTB policies and procedures as is applicable to its role as One-Stop Operator.

Access to Records and Retention

- 2.7 The Sub-Recipient will comply with public records law (Chapter 119 Florida Statutes) and agrees to provide CSTB with a copy of any public records requested unless the public record is confidential or

exempt from public records disclosure requirements. Failure of the Sub-Recipient to comply with Chapter 119, Florida Statutes shall be grounds for immediate unilateral termination of this Agreement.

- 2.8 The Sub-Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date of final payment for services rendered under this Agreement or termination of this Agreement, whichever comes later, and shall allow CSTB, the Consortium, the State of Florida Department of Commerce (or its designee or FloridaCommerce Chief Financial Officer), USDOL, Comptroller General of the United States, Auditor General or their designated representative(s) access to such records upon request.
- 2.9 As required by Section 119.0701, Fla. Stat., Sub-Recipient must comply with public records laws, specifically Sub-Recipient must: (i) Keep and maintain public records required by CSTB to perform the service. (ii) Upon request from CSTB's custodian of public records, provide CSTB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the sub-Recipient does not transfer the records to CSTB. (iv) Upon completion of this Agreement, transfer, at no cost, to CSTB all public records in possession of Sub-Recipient or keep and maintain public records required by CSTB to perform the services. If the Sub-Recipient transfers all public records to CSTB upon completion of this Agreement, the Sub-Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sub-Recipient keeps and maintains public records upon completion of the contract, the Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSTB, upon request from CSTB's custodian of public records, in a format that is compatible with the information technology systems of CSTB.

If Sub-Recipient has questions regarding the application of Chapter 119, Florida Statutes, to the Sub-Recipient's duty to provide public records relating to this Agreement, Sub-Recipient shall contact Anna Munro, Vice President of Fiscal and Administrative Compliance via email (munroa@careersourcetb.com), 4350 West Cypress Street, Suite 875, Tampa, FL 33607, or phone (813-397-2064).

Participant Record Confidentiality. Sub-Recipient shall comply with the confidentiality provisions in Chapter 119, F.S., and the record retention requirements of section 119.021, F.S., where applicable. Sub-Recipient shall not disclose any information concerning a workforce services applicant or participant to any agency or individual, other than CSTB, for any purpose without written consent of the participant, or his/her responsible parent or legal guardian, or as required by law or judicial proceedings. Sub-Recipient shall ensure customer and organizational confidentiality.

Incident Reporting

- 2.10 For services rendered under this Agreement, known or suspected incidents of fraud, injury, program abuse or criminal conduct shall follow CSTB's reporting guidelines.

Sub-Recipient Authority and Oversight

- 2.11 Sub-Recipient shall not enter into contracts and/or agreements on behalf of CSTB or its customers without prior written authorization from CSTB.

- 2.12 Sub-Recipient shall not act as an agent or employee of CSTB beyond the Scope of Work described herein. If Sub-Recipient takes any action outside of this designated Scope of Work, Sub-Recipient shall be liable for all costs, fees and damages that may be incurred by Sub-Recipient or CSTB because of such actions.
- 2.13 The Sub-Recipient will report to and be overseen by CSTB. The Sub-Recipient shall openly and immediately communicate to CSTB leadership any challenges or problems that may adversely affect its ability to deliver services and/or meet its performance requirements.

Jobseeker and Employer Partner Satisfaction

- 2.14 Sub-Recipient shall utilize a tool as agreed upon by CSTB to survey and measure jobseeker and employer partner satisfaction. Reports shall be provided on a monthly and quarterly basis to designated CSTB staff.

Notices and Communications

- 2.15 All notices required herein, shall be considered received when delivered to:

Party	Sub-Recipient	CSTB
Entity Name	Educational Data Systems Incorporated	Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay
Name & Title	Rob Dancer, CFO	Anna Munro, VP of Fiscal & Administrative Compliance
Address	15300 Commerce Drive N Dearborn, MI 48120	4350 West Cypress Street, Suite 875 Tampa, FL 33607
Phone #	313-271-2660	Tel: 813-397-2064
Email:	rdancer@edsisolutions.com	munroa@careersourcetb.com

- 2.16 Sub-Recipient shall notify CSTB in writing of any material change in its financial condition, which could significantly affect the Sub-Recipient's ability to perform or comply with the provisions of this Agreement, within three (3) business days. Notification may be made verbally only if followed by a written notification within five (5) business days of the Sub-Recipient's learning of the material change. Material changes include but are not limited to: Bankruptcy of the Sub-Recipient, Lawsuits or other legal action that may materially impact the financial viability of Sub-Recipient.
- 2.17 Sub-Recipient shall notify CSTB in writing of the receipt of any Federal, State, or local grant that may materially affect the quality or cost of the services provided under this Agreement. In such case, CSTB shall have the right to renegotiate the price or deliverable performance, or at the CSTB's option, terminate this Agreement in part or whole.

Religious or Political Activity and Nepotism

- 2.18 Religious Activity: Sub-Recipient shall ensure compliance with all laws relating to the use of funds as they pertain to any legal prohibition against the support of any religious activity and agree not to use funds in violation of any legal prohibition regarding religious activity.
- 2.19 Political Activity: Sub-Recipient shall ensure that no funds appropriated under this Agreement are used for political, lobbying, legislative, or union-organizing activities.
- 2.20 Nepotism: Sub-Recipient shall comply with Florida Statutes, if applicable, by ensuring that no officer, employee, or member of Sub-Recipient's governing body shall vote or confirm the employment of any

person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

Conflict of Interest

- 2.21 Pursuant to WIOA sec. 121(d)(4)(A), sec. 679.430 and sec. 678.620, the Department of Labor requires the internal controls to be in place to prevent conflicts of interest when any entity has been selected to perform multiple functions in a Local Area. Emphasis is placed on the importance of appropriate firewalls between service provision staff and oversight of the system, and Section 678.625 that indicates that specific policies and procedures are to be written and incorporated as standard protocols that address the oversight, monitoring, evaluation of performance for both the One Stop Operator and Workforce Services Provider. Sub-Recipient shall not engage in any conduct or activity that constitutes a conflict of interest under Florida law or the Florida Code of Ethics pertaining to public officials. Employees and agents of Sub-Recipient shall be prohibited from using their position for their personal gain or personal benefit.

Public Relations

- 2.22 Sub-Recipient assures that all contract related inquiries or contact by the media will be immediately referred to the CSTB Vice President of Public Relations and CSTB President and CEO. Sub-Recipient staff is prohibited from any media contact related in any way to CSTB, CSTB Workforce Career Centers, workforce activities, or any other CSTB interest or product unless first approved by the CSTB Vice President of Public Relations and CSTB President and CEO. If Sub-Recipient staff fails to comply with this prohibition, Sub-Recipient agrees to take appropriate action to ensure future compliance. Sub-Recipient shall coordinate all Agreement related publicity and other promotional activities with the CSTB Vice President of Public Relations. Sub-Recipient shall inform CSTB Vice President of Public Relations and CSTB President and CEO in advance of any Agreement related to promotional plans or media strategies, and prior to any media contact. Sub-Recipient shall not execute any of the said plans, strategies, or contact without the prior approval of the CSTB Vice President of Public Relations and CSTB President and CEO.

ARTICLE III SCOPE OF WORK

EDSI plays a critical role in supporting the local workforce system. EDSI will be responsible for ensuring a seamless delivery of services from all partners to include:

- Attend Committee meetings as directed by CSTB
- Coordination of service delivery among partners and service providers
- Market the American Job Centers (AJCs) and their services in coordination with CSTB VP of Public Relations/Marketing
- Ensure each partner abides by their MOU by facilitating quarterly check ins with each partner's local POC
- Recruit additional partners
- Facilitate the sharing and maintenance of data
- Create continuous improvements methods reflective of the One-Stop delivery system as envisioned in ETA's Training and Employment Guidance Letter (TEGL) 4-15
- Serve as a liaison to the community, partner agencies and employers for the Workforce System
- Monitor data and trends related to customer traffic and partner referrals to ensure effective customer service and flow; communicate outcomes and trends monthly
- Facilitate partner, customer, employer, and board member tours in coordination with CSTB
- Attend Executive Leadership Team meetings on an ad hoc basis to provide key updates to the team
- Implement Unite Us platform and encourage partner participation
- Assist with coordination and facilitation of events held at the AJCs

- Ensure all facilities and maintenance requests are routed to CSTB's Facilities Team to include requests for usage of space (ie, meeting rooms, co-location, etcetera) by internal and external stakeholders or related questions.

Service Component

3.1 Overview

The purpose of this section is to define the covenants and conditions under which the Sub-Recipient shall serve as the coordinator of the WIOA one-stop partners pursuant to the strategy and direction of CSTB governing board.

Sub-Recipient will operate a service delivery model that enhances the ability of CSTB to meet the needs of career seekers and businesses. The model will operate a system that ensures that business and industry are the primary customers whose needs serve as the foundational core of our operations. This model should be business-focused and better meet businesses' needs by increasing career seekers' access to all services available throughout CSTB.

Sub-Recipient shall assist CSTB to facilitate and encourage designated One-Stop partners to use the principles of universal design in their operations to promote and ensure customer access. Universal design is defined as a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. CSTB promotes accessibility for all job seekers to our career centers and program services and is fully compliant with accessibility requirements for individuals with disabilities within our centers. This includes, but is not limited to, ensuring assistive technology and materials are in place, and front-line staff are trained in the use of all assistive technology.

3.2 One-Stop Operator Services

The basic role of the One-stop Operator (OSO) will be convener and oversight to promote and develop quality workforce services that are delivered in the most efficient and effective way possible, through full integration and coordination of the One-Stop Career Center partners, CSTB programs and service delivery partners with associated resources that support seamless delivery. The following services must be completed by Sub-Recipient:

3.2.1 Community & Partner Relations

- a. Manage CSTB's universal referral process and platform to improve efficiency and customer experience of referrals, including standardization of format, follow-up requirements, and reporting. Deliverables:
 1. Develop a report that outlines the benefits of the system and how it impacts the referral process.
 2. Timely onboard of all Community partner team members and partners by close of Q1 of the program year and execute Memorandum of Agreement for all Partners (except for required partners). New partners will be onboarded with ten (10) business days.
 3. Reduce referral-related complaints
 4. Manage the referral software platform and provide support and technical assistance to One-Stop Partners.
 5. Monitor referral process in real time to ensure timely follow-up with customers.
 6. Track and report referral data to CSTB and One-Stop Partners.
 7. Hold quarterly meetings to educate partners on the platform.
- b. Identify and recruit additional partners into the One-Stop System through networking and advocate the value and opportunities of joining the One-Stop System to advance an inclusive, integrated service delivery system. Deliverables:

1. Develop partner outreach plan to include but not limited to: white paper highlighting the benefits of partnering with the One-Stop system, videos highlighting partner success stories, holding on-site events for local government agencies and partners. Outreach activities require the review and approval of CSTB VP of Public Relations/Marketing.
2. Conduct a minimum of four (4) partner recruitment meetings during the program year.
3. Hold a minimum of six (6) community outreach events during the program year.
4. Increase number of active one-stop partners by 10% annually by County.
5. 100% engagement of all required partners in the Unite Us portal.
- c. Under CSTB's guidance, liaise with local government agencies and other relevant partners to coordinate services for job seekers and employers. Deliverables:
 1. Conduct a partner fair on a semi-annual basis for government agencies and partner staff to learn about the various services their organization offers for jobseekers and employers.
 2. Liaise with local government agencies and partner staff as determined by CSTB. Successful liaison shall be determined by CSTB.
 3. Maintain updated partner information in the Career Resource Rooms. Partner collateral material requires the review and approval of CSTB VP of Public Relations/Marketing.
- d. Conduct meetings with representatives of the service providers in the One-Stop System. Deliverables:
 1. Facilitate agenda-driven meetings with service providers and foster a collaborative environment where all partners will communicate effectively and work toward shared goals.
 2. Maintain minutes from these meetings.
- e. Facilitate and support partnership teams to build competence and capacity for partners. Deliverable:
 1. Conduct a minimum of four (4) cross-training events during the program year.
- f. Assure partners understand their roles in accordance with local protocols. Deliverable:
 1. Facilitate bi-monthly partner meetings with an attendance rate of 75% or higher.
 2. Develop a shared communication portal.
 3. Conduct annual partner satisfaction survey. Targeting satisfaction rate of 85% or higher.
- g. Connect with partner agencies (including the WIOA Core Partners) to ensure appropriate coordination of services. Deliverables:
 1. To ensure appropriate coordination of services with partner agencies, including WIOA Core Partners, EDSI will implement a structured and strategic approach that emphasizes communication, collaboration, and accountability. Regular coordination meetings will be established with all WIOA Core Partners and key stakeholders to facilitate service integration, identify challenges, and implement actionable solutions. These meetings will serve as a consistent platform for ongoing dialogue, ensuring alignment around the shared goal of delivering seamless services to both jobseekers and employers.
 2. To support this effort, a universal referral system will be maintained and continuously enhanced to streamline coordination across agencies. This system will enable timely and efficient referrals, helping individuals access the services most appropriate to their needs. Regular audits will be conducted to assess the system's responsiveness and effectiveness, with adjustments made as needed to improve functionality. In tandem, EDSI will implement cross-training sessions for frontline staff across partner agencies to ensure a comprehensive understanding of each program's services, eligibility requirements, and best practices. The trainings will enhance the quality of referrals, reduce duplication, and promote a more unified customer experience.

3. To further strengthen collaboration, a designated liaison will be assigned to each Core Partner to serve as a direct point of contact for resolving service coordination issues, facilitating communication, and ensuring compliance with established Memorandums of Understanding (MOUs). This liaison will also provide technical assistance as needed, supporting consistent implementation of shared goals and processes across the system.
- h. Convene partners and ensure cross-agency training and integration of program and services into a seamless delivery system. Deliverables:
 1. EDSI will convene partners and ensure cross-agency training and the integration of programs and services into a seamless delivery system through structured collaboration, ongoing engagement, and targeted training initiatives. A recurring schedule of partner meetings will be established to facilitate communication, coordination, and joint planning. These meetings will provide a consistent platform to discuss service integration, address shared challenges, and align strategies to improve service delivery. Each session will feature structured agendas, progress updates, and opportunities for agencies to share best practices and lessons learned.
 2. To enhance CSTB staff collaboration and understanding across agencies, EDSI will implement quarterly cross-agency training sessions. These trainings will educate frontline staff on partner services, eligibility requirements, and referral protocols. Designed to be interactive and practical, sessions will incorporate scenario-based learning and real-time problem-solving to help CSTB staff deliver consistent, informed guidance to customers and support seamless referrals. In addition, EDSI will host two (2) semi-annual partner fairs for CSTB staff to provide them with the opportunity to fully understand the array of services offered by our partner network.
 3. A centralized digital resource hub will be developed to give all workforce system partners access to training materials, referral procedures, program guides, and performance dashboards. This platform will serve as a shared knowledge base, keeping partners informed of service updates, policy changes, and future training opportunities, while supporting consistent service delivery system-wide.

3.2.2 Collaboration and Compliance

- a. Ensure system partners are achieving and upholding their responsibilities as defined in the Memorandum of Understanding. Deliverables:
 1. Develop a requirements checklist unique to each MOU/Partner.
 2. Build a reporting matrix to be completed by partners on a quarterly basis.
 3. Conduct quarterly check-ins with partners to assess efficiency and the efficacy of the MOU requirements.
- b. Support the integration of services of the partners in the One-Stop System and Center(s). Deliverables:
 1. Conduct outreach to partner agencies registered in Unite Us platform with low usage to discuss challenges and opportunities with the platform.
- c. Emphasize and prioritize equity in service delivery strategies. Deliverables:
 1. Assist as directed by CSTB Equal Opportunity Officer:
 - i. Ensuring workforce services are inclusive, accessible, and designed to meet the needs of diverse populations.
 - ii. Coordinating with partners designated to support implementation and maintenance of appropriate equipment in Resource Rooms.
 - iii. Scheduling annual training on use of the equipment.
 - iv. Quarterly site visits to ensure that all job centers are maintaining appropriate access for differently abled individuals.
- d. Encourage partner collaboration including continuously striving to achieve shared ownership for success of the customer and the system. Deliverables:

1. Identify opportunities to engage existing partners in collaborative initiatives such as a joint job fair/community resource fair hosted in coordination with CSTB VP of Public Relations/Marketing and CSTB Business Services.
- e. Promote and maintain a culture of customer focus and high performance. Deliverables:
 1. Implement a customer-first approach in all workforce interactions to enhance service delivery and satisfaction including the implementation and standardization of systems and protocols.
- f. Be knowledgeable of the mission and performance standards of all partners. Deliverable:
 1. Develop and update a centralized document detailing the mission and performance standards of all partners. This is a living document and will be updated on a regular basis. Information will be shared at all partner meetings
- g. Facilitate cross training of frontline staff of WIOA One-Stop Partners to ensure that the staff of each Partner program learns the key program goals and eligibility criteria of other Partner programs. Deliverables:
 1. Establish a "Lunch & Learn" session schedule where mandatory and community partners have an opportunity to present their service offerings to One-Stop staff.
 2. Provide networking opportunities for mandatory partners, community partners, and One-Stop staff at one of the semi-annual Community Resource Fairs.
- h. Serve as a liaison to the community, partner agencies and employers for the Workforce System Community/Partner Relations. Deliverables:
 1. Hold quarterly meetings with community stakeholders
- i. Ensure compliance with all State and local policies and procedures relative to the One-Stop System. Deliverables:
 1. Regularly consult federal and state resources to identify new, revised, or discontinued policies.
 2. Familiarize with any new or revised policies presented under CSTB.
- j. Evaluate customer and employer needs and satisfaction data to continually refine and improve service strategies. Deliverables:
 1. Conduct regular outreach to jobseeker and employer customers and complete monthly analysis of resulting data to identify strengths and opportunities for growth.
 2. Complete sentiment analysis of open-response questions to determine most needed services and supports on a monthly and quarterly basis.

3.2.3 Non-discrimination

Ensure non-discrimination and assure customers have an equal opportunity to access programs and services administered by CSTB. No individual shall be excluded from participation in, denied the benefits or, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, and/or sexual orientation, and each customer shall have such rights as we are available under any Federal, State, or local law prohibiting discrimination.

3.3 Excluded from EDSI's Responsibilities

- ### 3.3.1
- CSTB has been approved to provide and will continue to provide direct career services as defined by the WIOA. As a result, the scope of services does not include the One-Stop Operator providing any of the following career services or information:
- a. Policy or operational direction at the One-Stop Centers
 - b. Assistance in establishing eligibility for WIOA-funded or other workforce-funded programs
 - c. Outreach, intake, orientation
 - d. Initial assessment of skills and support service needs
 - e. Labor exchange services and services to business
 - f. Labor Market Information, performance information, program cost information, or performance/accountability measures

- g. Services to obtain and retain employment
 - h. Training services (ie, Training Provider to jobseekers)
- 3.3.2 Monitor career center facility needs and implement improvements. CSTB Facility Manager handles this function.
- 3.3.3 According to WIOA, the One-Stop Operator may not perform any of the following duties:
- a. Convening system stakeholders to assist in the development of the Local Plan
 - b. Preparing and submitting Local Plans
 - c. Being responsible for oversight of itself
 - d. Managing or significantly participating in the competitive selection process for one-stop operators
 - e. Selecting or terminating one-stop operators, career services, and youth providers
 - f. Negotiating local performance accountability measures
 - g. Developing and submitting the budget for activities of CSTB

ARTICLE IV PERFORMANCE

General

- 4.1 Sub-Recipient represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement, and to provide and perform such services to CSTB' satisfaction for the agreed compensation.
- 4.2 Sub-Recipient shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Agreement.
- 4.3 Sub-Recipient shall perform its duties, obligations, and services under this Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Recipient's performance and all interim and final product(s) provided to or on behalf of CSTB shall be comparable to the best local, state and national services.

Reporting

- 4.4 Required Reports. The Sub-Recipient will submit written monthly and annual reports:
 - 4.4.1 Monthly Report due by the 10th day of the following month. If the 10th falls on weekend or holiday, it will be due the first business day after the 10th. The report shall describe One-Stop Operator activities, accomplishments, challenges, observations, recommendations to improve, best practices and opportunities related to the deliverables associated with Community & Partner Relations (section 3.2.1) and Collaboration and Compliance (section 3.2.2).
 - 4.4.2 Annual report due 30 days after June 30th. The report shall summarize the outcomes of the deliverables associated with Community & Partner Relations (section 3.2.1) and Collaboration and Compliance (section 3.2.2) for the program year.
- 4.5 Additional Information. EDSI shall provide documentation to support the accomplishment of certain deliverables. This information should be included as attachments to the applicable report. These deliverables include but not limited to:
 - 4.5.1 Standardized report that outlines the benefits of the system and how it impacts the referral process.

- 4.5.2 Community outreach plan to include but not limited to: 1-pager highlighting the benefits of partnering with the One-Stop system, videos highlighting partner success stories and on-site events for local government agencies and partners.
- 4.5.3 Flyers, promotional material, notification, etc. of partner recruitment meeting, community outreach events, semi-annual partner fair, bi-monthly partner meeting.
- 4.5.4 Agenda and minutes of meeting with representatives of the service providers in the one-system.
- 4.5.5 Monthly referral report from One-Stop Portal.
- 4.5.6 Job seeker and employer satisfaction reports.
- 4.5.7 Cross training agenda and attendance sheet.
- 4.5.8 Schedule of partner meetings.

4.6 Other

- 4.6.1 Provide informational report to CSTB President and CEO, as requested.
- 4.6.2 Attend CSTB Committee(s) and Board of Directors meetings either in person or virtually.

ARTICLE V FISCAL REQUIREMENTS

Funding

- 5.1 Program Year funding is subject to change, will fluctuate from year-to-year, and is based upon the actual amount allocated to the region and available carry-over funds.
- 5.2 The Agreement shall be modified to increase or decrease funding as needed to reflect actual federal funds received during the Agreement period. If modified, Sub-Recipient will be notified in a timely manner.
- 5.3 Sub-Recipient is a recipient of Federal funds and must follow the Uniform Guidance at 2 CFR 200.
- 5.4 Sub-Recipient agrees and understands that funds allocated to the Sub-Recipient under this Agreement or any Amendment or Modification hereto are contingent upon CSTB's receipt of funds. CSTB, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-Recipient's budget in proportion to CSTB's funding level and at the sole discretion of CSTB or if necessary, suspend or terminate this Agreement or any Amendment hereto instantaneously and as may be necessitated by CSTB's funding levels. Any de-obligation, modification or amendment of the funds allocated in this Agreement, or any Amendment hereto, shall be effective upon notification to the Sub-Recipient by CSTB. In such instances, costs will be reimbursed up to the date of notification only; thereafter neither CSTB nor Sub-Recipient shall have any obligations whatsoever to complete or otherwise continue the Program.

Budget

- 5.5 CSTB will provide the Sub-Recipient with budget parameters based on preliminary and/or final allocation awards as well as changes to program year funding due to an increase and/or decrease of services provided under this Agreement.
- 5.6 Sub-Recipient may not exceed the contract value, as specified in Section 2.1, without a written Agreement modification approved and signed by CSTB.
- 5.7 Budgeted funds not expended during the annual term of the Agreement shall not be carried over and expended in a subsequent year.
- 5.8 The indirect costs plus profit shall not exceed 12%.
- 5.9 CSTB shall monitor the Sub-Recipient's actual salary expenditure versus the approved budget. If based on the Sub-Recipient's salary spending patterns, it is determined the budgeted staffing level is higher

than needed to perform the scope of work under this Agreement, CSTB may unilaterally reduce the Sub-Recipient's unexpended salaries budget and reallocate those funds to training, or other areas of CSTB's entity-wide budget.

Request for Payment

- 5.10 Sub-Recipient shall utilize the request for payment form provided by CSTB Vice President of Fiscal and Administrative Compliance.
- 5.11 The request for payment shall be emailed by the 10th of each month (if the 10th falls on a holiday or weekend then the first business day thereafter) with all required documentation to the CSTB Vice President of Fiscal and Administrative Compliance @ munroa@careersourcehp.com and additional CSTB staff, as provided.
- 5.12 Required documentation includes but is not limited to the following:
 - 5.12.1 Completed monthly Request for Payment, reflecting the appropriate time period and signed by an authorized Sub-Recipient official.
 - 5.12.2 General or Accounting Ledger accurately reflecting all amounts billed.
 - 5.12.3 Salary reimbursement support:
 - a. Payroll ledger/register reflecting allocation of staff time among cost categories.
 - b. Time and attendance sheets, as appropriate, for each person billed under the Agreement.
 - c. Time sheets should be submitted in a timely manner and coincide with payroll processing dates. Hours cannot be based on percentage of time or based on budget.
 - d. Time sheet should be for the same period as the payroll being invoiced.
- 5.13 All costs billed must be incurred and paid prior to request for payment.
- 5.14 Travel reimbursements shall be in accordance with CSTB's Travel Policy.
- 5.15 Reimbursement will be made for allowable actual service delivery costs per the approved budget categories.
- 5.16 Payment is subject to appropriate and accurate documentation relating directly to the delivery of services under this Agreement. Training and/or services under any other Agreement or from any other source are not eligible for payment under this Agreement.
- 5.17 Payments to Sub-Recipient will be made by check and mailed to:
Educational Data Systems Incorporated
15300 Commerce Drive N.
Suite 200
Dearborn, MI 48120
- 5.18 CSTB Finance shall review all Monthly Request for Payment submitted by Sub-Recipient and shall pay Sub-Recipient for all costs that are approved and not subject to dispute within 30 days of the receipt of the Sub-Recipient's invoice.
- 5.19 If CSTB Finance disputes a cost contained in the Monthly Request for Payment, the Sub-Recipient shall be promptly notified of the disputed cost and the parties shall endeavor to resolve the matter. Any disputed cost shall remain unpaid until resolved by the parties, but all remaining undisputed costs shall be paid within 30 days of the receipt of the Sub-Recipient's invoice.

Indirect Costs

- 5.20 Indirect Costs. Indirect costs may not exceed 10% of direct expense. Sub-Recipient's indirect costs are for the overall administration, management, and operation of the contracted services to ensure all corporate personnel, systems, and processes are performing at the highest level, continually improving and consistent with EDSI's mission and values. These indirect costs include but are not limited to:
- legal assistance for document preparation and contract reviews, ISO management, IT activities,
 - Personnel supporting the program primarily for Finance and Accounting, HR and Talent whose main responsibilities are to oversee administration of financial aspects of program service, invoicing and payables related to program services and support of the payroll, receivable and payable functions of the program and related direct staff. Supporting personnel and clerical support.
 - Administrative rent and utilities, supplies, policy and procedure development, financial activities such as banking, insurance selection and maintenance, accounts payable, payroll accounts receivable, invoicing, audit assistance, reporting, budgeting and dashboard creation and analysis, maintenance, and general management.
- 5.21 Sub-Recipient shall utilize a cost allocation methodology which assures that CSTB is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Agreement.
- 5.22 Sub-Recipient's cost allocation plan shall be provided to CSTB.
- 5.23 Sub-Recipient may use federal funds to pay for indirect costs. If Sub-Recipient has not received a federally negotiated cost rate, a de minimis rate of 10% of its modified total direct costs (MTDC) may be used indefinitely. 10% de minimis indirect cost rate is the federally recognized rate that non-Federal entities may use to recover allowable indirect costs.
- 5.24 Sub-Recipient has opted to use 10% de minimis as its indirect cost rate.

Interest and Program Income

- 5.25 Program income may only be used for allowable costs in accordance with the applicable cost principles and the terms and conditions of the contracted services.
- 5.26 Sub-Recipient shall account for program income in accordance with the terms of the contracted services.

Audit Requirements

- 5.27 The services delivered under this Agreement are considered sub-recipient services and require compliance with audit requirements for federal funds required by 2 CFR 200.501.
- 5.28 For profit entities who expend \$750,000⁽¹⁾ or more during the for-profit entity's fiscal year shall have a compliance audit for each of the awards with expenditures of \$750,000⁽¹⁾ or more during the for-profit entity's fiscal year. If a for-profit entity receives more than one award with a sum total of expenditures of \$750,000⁽¹⁾ or more during the for-profit entity's fiscal year but does not have any single award with expenditures of \$750,000⁽¹⁾ or more; the entity shall determine whether any or all of the awards have common compliance requirements (*i.e.*, are considered a cluster of awards) and determine the total expenditures of the awards with common compliance requirements. A compliance audit is required for the largest cluster of awards (if multiple clusters of awards exist) or the largest award not in a cluster of awards, whichever corresponding expenditure total is greater.

⁽¹⁾ \$1,000,000 for fiscal years ending September 30, 2025, or later.

- 5.29 Sub-Recipient must submit a copy of their compliance audit report each year as required by 2 CFR 200.501 within thirty (30) calendar days after its receipt by the Sub-Recipient but not later than nine (9) months after the end date of this Agreement.

Internal Financial Controls

- 5.30 Sub-Recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. Sub-Recipient shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSTB under this Agreement.
- 5.31 Sub-Recipient will maintain separate accounting records for all funds expended under the Agreement and shall track costs in sufficient detail to determine compliance with applicable laws and regulations. All expenditures shall be allowable, allocable, necessary and reasonable for proper and efficient operation of the program under the appropriate funding source administered.

Salary and Bonus Limitations

- 5.32 The Sub-Recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals funded under this Agreement. The law sets the limit on salaries and bonuses at a rate equivalent to no more than Executive Level II. A salary table providing this rate is listed on the Federal Office of Personnel Management Web site www.opm.gov under Salaries and Wages. These levels and the website are updated and adjusted annually.
- 5.33 Annually, the Sub-Recipient shall certify to CSTB that a review is performed to ensure that amounts in excess of the Executive Level II position are not charged to any funding source subject to the cap. This certification shall include documentation of the review performed via the spreadsheet template provided by CSTB.

Disallowed and Questioned Costs

- 5.34 Sub-Recipient shall be liable to CSTB for any disallowed or questioned costs that Sub-Recipient or CSTB incurs as a result of Sub-Recipient expending funds in violation of this Agreement or in violation of the appropriate Federal, State or local Statutes, regulations, rules, policies, or procedures. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSTB from non-federal sources if the costs cannot otherwise be resolved.

ARTICLE VI CONTRACT CLOSEOUT

- 6.1 The Sub-Recipient shall comply with all provisions of CSTB's contract closeout procedures in effect on the termination of the Agreement.

Upon termination of this Agreement, closeout of the program funded under this Agreement shall be performed in accordance with the terms and conditions required under Federal and State regulations and procedures. Except as expressly waived by CSTB, closeout shall be completed prior to final payment for services performed pursuant to this Agreement. Sub-Recipient must provide a final closeout invoice no later than thirty (30) days after the Agreement terminates. Sub-Recipient shall provide CSTB such information and materials necessary to complete closeout in accordance with applicable Federal and State regulations and procedures.

- 6.2 Upon termination or expiration of this Agreement, CSTB must:

- 6.2.1 Reconcile cost and payments
- 6.2.2 Reconcile performance goals with actual performance
- 6.2.3 Prepare closeout documents

- 6.3 The Sub-Recipient, upon final payment of amounts due under this Agreement, less any credits due to CSTB, shall release and discharge CSTB from any financial claims arising from this Agreement.

ARTICLE VII SUBCONTRACTS

- 7.1 The Sub-Recipient shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work and services to be provided under this Agreement. In the event of a corporate acquisition and/or merger, Sub-Recipient shall provide written notice to CSTB within thirty (30) business days of Sub-Recipient's notice of such action or upon occurrence of said action, whichever occurs first. The right to terminate this Agreement shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal law.

ARTICLE VIII TERMINATION

- 8.1 Termination for Convenience: CSTB may terminate this Agreement for any reason in its sole discretion upon thirty (30) days prior written notice to the Sub-Recipient, or such shorter period as may be mutually agreed to by the Sub-Recipient and CSTB. Sub-Recipient will be entitled to receive compensation for services performed in accordance with conditions set forth herein through the date of termination. However, CSTB shall not be liable for any expenses incurred by the Sub-Recipient after the effective date of termination of the Agreement or any Amendment hereto.
- 8.2 Termination due to lack of funds: CSTB may immediately terminate this Agreement if for any reason the federal or state funds through which this Agreement is financed are reduced, suspended or terminated, in whole or in part.
- 8.3 Termination for breach: CSTB may terminate this Agreement at any time for any of the following reasons:
 - 8.3.1 Sub-Recipient has failed to provide the services Sub-Recipient has contracted to provide; or
 - 8.3.2 Sub-Recipient has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto; or
 - 8.3.3 Sub-Recipient fails to perform in whole or in part under this Agreement or fails to make sufficient progress to endanger performance of Sub-Recipient's obligations to operate the contracted for programs; or
 - 8.3.4 Sub-Recipient has failed to comply with the Federal, State or Local grant requirements and or regulations regarding this Agreement or any amendment hereto; or,
 - 8.3.5 Sub-Recipient has failed to take corrective action as described in this Agreement, or
 - 8.3.6 If Sub-Recipient takes any action which in the opinion of the CEO, the CSTB Board, the State, or Federal Government jeopardizes the program, or the funds made available under this Agreement.
 - 8.3.7 In the event the Sub-Recipient is given notice that it is in breach of this Agreement, it shall have thirty (30) days from receipt to cure such breach. On the failure to cure, CSTB may terminate this Agreement.
- 8.4 Suspension and Termination for Cause. If CSTB elects to terminate this Agreement under the provisions set forth in this section 8.4, CSTB may immediately suspend the Agreement and refuse any payments due the Sub-Recipient for services rendered subsequent to the date of notice of suspension. The Sub-Recipient shall be notified in writing of CSTB's suspension and/or of CSTB's termination of the Agreement. If, in its sole discretion, CSTB, grants leave to correct the problem, then Sub-Recipient shall have ten (10) working days in which to respond with a corrective action plan. Failure to respond with a

corrective action plan acceptable to CSTB shall result in a termination notice to Sub-Recipient effective from the time of the original suspension.

- 8.5 Suspension of Payments. CSTB may immediately suspend payment to Sub-Recipient at any time that CSTB has sufficient cause to seek termination of this Agreement as described in this Article VIII. If CSTB, in its sole discretion, grants the Sub-Recipient the opportunity to correct the problem, then suspension of payments shall remain in effect until CSTB determines the problem has been resolved and the program continues, or until CSTB terminates the Agreement, at which time no payments will be made for costs incurred after the date of the original suspension.
- 8.6 Payments Due Sub-Recipient. In the event of a termination, the Sub-Recipient shall be paid for services rendered up to the date of termination. However, from the amount due there shall be deducted:
- 8.6.1 All advances or other payments on account made to the Sub-Recipient which is applicable to the terminated portion of this Agreement; and
 - 8.6.2 Any claim which CSTB may have against the Sub-Recipient in connection with this Agreement or any other prior Agreement; and
 - 8.6.3 The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Recipient or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSTB; and
 - 8.6.4 any outstanding questioned or disallowed costs attributable to the Sub-Recipient arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Sub-Recipient had with CSTB.
 - 8.6.5 If a termination under this Agreement is partial, prior to the settlement of the terminated portion of this Agreement, the Sub-Recipient may file with CSTB a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement.

ARTICLE IX INDEPENDENT CONTRACTOR

- 9.1 The Sub-Recipient understands and agrees that it is an independent Sub-Recipient, and no provision of this Agreement shall be construed as creating an agency or employment relationship between CSTB and Sub-Recipient or Sub-Recipient's employees, agents or subcontractors.

ARTICLE X INDEMNIFICATION AND HOLD HARMLESS

- 10.1 To the extent not otherwise limited by applicable law, the Sub-Recipient shall indemnify, hold harmless, and defend CSTB from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and reasonable attorneys' fees at the trial and all appellate levels, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the Sub-Recipient, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to CSTB on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Sub-Recipient, any subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Sub-Recipient or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing herein shall be construed to extend CSTB's liability beyond that provided for in Section 768.28, Florida Statutes. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE XI RIGHTS AND REMEDIES NOT WAIVED

- 11.1 No payment by CSTB to Sub-Recipient shall be construed as a waiver by CSTB of any breach or default of Sub-Recipient in the performance of any condition of this Agreement or Amendment hereto; nor shall such payment impair or prejudice any right of CSTB with respect to such breach or default; nor shall any assent by CSTB expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.
- 11.2 CSTB's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Recipient from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

ARTICLE XII APPLICABILITY OF GOVERNING LAWS

- 12.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Hillsborough County, Florida.

ARTICLE XIII MONITORING

- 13.1 CSTB, the Federal, State or Local Government, or any of their designated representatives shall have the right to monitor Sub-Recipient's program, and staff, perform qualitative reviews and otherwise assess Sub-Recipient's program. The Sub-Recipient shall respond in writing to CSTB' monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from CSTB.
- 13.2 If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSTB reserves the right to withhold any or all reimbursement from the Sub-Recipient until such time as the accounting practices and/or records management are improved to the satisfaction of the CSTB.
- 13.3 Sub-Recipient agrees to be subject to audit resolution procedures established by CSTB, the State of Florida, or the Federal Government and to cooperate with CSTB in the event resolution cannot be achieved at CSTB' level.
- 13.4 Sub-Recipient shall institute a system for monitoring fiscal and program activities for compliance with this Agreement. Sub-Recipient will maintain documentation to verify completion of monitoring activities.

ARTICLE XIV ENFORCEMENT OF AGREEMENT TERMS

- 14.1 The failure of CSTB to strictly enforce any of the provisions of this Agreement, or to require strict performance by the Sub-Recipient of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Agreement or any part hereof, or waive the right of CSTB to enforce each provision herein. The Sub-Recipient is responsible for fulfilling all terms and conditions of this Agreement. While CSTB may monitor the Sub-Recipient's performance under this Agreement, the Sub-Recipient remains solely responsible for its performance. CSTB monitoring of the Agreement shall not constitute a notice, acceptance, waiver or modification of any term or condition. Terms and conditions may only be modified by written Agreement amendment as specified herein.

ARTICLE XV AMENDMENTS

- 15.1 Request to Amend. If either Sub-Recipient or CSTB wishes to modify, change, or amend this Agreement, other than as has been described elsewhere in this Agreement, the proposed changes shall be submitted

in writing to the other party in accordance with the Notice section under this Agreement. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by Sub-Recipient and CSTB.

- 15.2 CSTB's Unilateral Rights to Amend. Sub-Recipient understands and agrees that CSTB may unilaterally amend this Agreement to conform to changes in any Federal or State Statute, regulation, or policies, which are applicable to the program, funded by this Agreement or any Amendment hereto.

ARTICLE XVI GOVERNANCE, RESPONSIBILITIES AND TRANSPARENCY

- 16.1 Universal Identifier and System for Award Management. The Sub-Recipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with the provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
- 16.2 In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Sub-Recipient knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Sub-Recipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.

ARTICLE XVII PRIOR AGREEMENTS

- 17.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Recipient and CSTB.

ARTICLE XVIII CONTRACT PROVISIONS AND ASSURANCES

Provisions Incorporated by Reference

- 18.1 The following clauses, policies, memoranda, guidance, and communiqués are hereby incorporated into the Agreement by reference with the same force and effect as if they were given in full text. By signing this agreement, Sub-Recipient certifies that it shall comply with all applicable clause provisions. The full text of the provision may be accessed electronically at the following addresses. This address list is not inclusive, and it remains the responsibility of the Sub-Recipient to research the related laws and regulations of prevailing legislation and policy.

United States Code
Code of Federal Regulations (CFR)
WIOA Laws, Regulations, & Guidance

Federal Registrar
Florida Statutes

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Parts 200 and 2900, et al.)
- Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, et seq.) and associated Final Rules

- Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.”)
- Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).
- Davis-Bacon Act, as amended (40 U.S.C.276a to a-7).
- Contract Work Hours and Safety Standards Act (40 U.S.C. § 327–333).
- Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended
- Debarment and Suspension (EO 12549 and 12689)
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)
- Trafficking Victims Protection Act of 2000 (2 CFR 175)
- Veteran’s Priority of Service (38 USC 4215 and 20 CFR 1010)
- Hatch Act (5 USC 1501-1508 and 7328)
- Age Discrimination Act of 1975 as amended, (42 U.S.C. 6101, et seq. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C.9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.)
- American with Disabilities Act of 1990, as amended. (42 USC, 126 and 47 USC, 5, and Public Law 101-336)
- Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance (42 USC 9849)
- Title III of the Americans with Disabilities Act of 1990, as amended. (42 U.S.C. 12181 et seq. and Public Law 101-336)
- Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
- Section 188 Workforce Innovation and Opportunity Act of 2014 (WIOA) (29 CFR 37)
- Environmental Tobacco Smoke (Part C of P.L. 103-227)
- Purchase of American-Made Equipment and Products (P.L. 103-333 §507)
- Public Announcements and Advertising (P.L. 103-333 §508); Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505)
- Office of Management and Budget (OMB) Circular
- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)
- Codes of Conduct (29 CFR 95.42)
- Lobbying (216.347, F. S., 29 CFR 93.100)
- Confidential Records (119.021, F.S.); Retention requirements for records (2 CFR 200.334); Access to records (2 CFR 200.337)
- Domestic Preferences for Procurement. 2 CFR § 200.322
- Prohibition on certain telecommunications and video surveillance services or equipment. 2 CFR § 200.216
- Education Amendments of 1972 Title IX as amended (20 U.S.C. 1681 et. seq)
- Statutory and national policy requirements. 2 CFR § 200.300. Pursuant to EO 13798 Promoting Free Speech and Religious Liberty and EO 13864 Improving Free Inquiry, Transparency, and Accountability at College and Universities.
- Public entity crime (F.S. 287.133)
- Discriminatory vendor list (F.S. 287.134)

Assurances

18.2 By signing this agreement, Sub-Recipient assures that it will comply fully with the with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States

on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs.

18.3 Sub-Recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Sub-Recipient's operation of the WIOA financially assisted program or activity, and to all agreements Sub-Recipient makes to carry out the WIOA financially assisted program or activity. Sub-Recipient understands that the United States has the right to seek judicial enforcement of this assurance.

ARTICLE XIV AUTHORITY AND SIGNATURES

19.1 The individuals signing have the authority to commit the parties they represent to the terms of the Agreement and do so by signature below.

19.2 Without regard to the date of the signatures, the period of the Agreement is July 1, 2025, and ending June 30, 2026, unless otherwise terminated by action of law or amended pursuant to the provisions of these plans. The parties hereto, intending to be legally bound, have entered into this Agreement, on the date set forth above.

EDUCATIONAL DATA SYSTEMS, INC.



Kevin B. Schnieders, President and CEO

8/26/25

Date

TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE TAMPA BAY



[Keidrian Kunkel \(Aug 26, 2025 13:21:07 EDT\)](#)

Keidrian Kunkel, President & CEO

08/26/2025

Date