



WORKFORCE SERVICES CONTRACT

BUSINESS SERVICES

Between

**TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE TAMPA BAY
A Florida Non-Profit Corporation**

And

**EDUCATIONAL DATA SYSTEMS, INC.
A Michigan Subchapter S Corporation**

**TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE TAMPA BAY
SUBAWARD TO
EDUCATIONAL DATA SYSTEMS, INC.
2022 – 2023 BUSINESS SERVICES**

Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - §200.332: Requirements for pass-through entities.	
a) The following sub-award information is provided by Tampa Bay Workforce Alliance, Inc. Dba CareerSource Tampa Bay (CareerSource Tampa Bay), the Pass-Through Entity, to Educational Data Systems, Inc, the Sub-Recipient. If/when any of these data elements changes, 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:	DUNS #11-513-2409
Federal Award Identification Number (FAIN) and Federal Award Dates:	- AA-36313-21-55-A-12: Beg. 4/1/2021 and 7/1/2021 through 6/30/2023 - G-2201FLTANF: 10/1/2021-8/31/2022
Sub-Award Period of Performance Start/End Dates:	July 1, 2022 – June 30, 2023
Sub-Award Budget Period Start/End Dates:	July 1, 2022 – September 30, 2022
Total amount of Federal funds obligated to the Sub-Recipient:	\$394,450
Total approved cost sharing or matching:	Not applicable
Federal award project description:	Business Services
Name of Federal Awarding Agency; Pass-Through Entity; and Contact Information	<u>Federal Awarding Agency(ies):</u> - For Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker (DW), Youth/ - For Temporary Assistance for Needy Families: U.S. Department of Health and Human Services through State of Florida, Department of Economic Opportunity <u>Pass-Through Entity:</u> CareerSource Tampa Bay <u>Contact Information:</u> Michelle Zieziula Senior Vice President and Chief Impact Officer zieziulam@careersourcetb.com Tel: 813-397-2045 Cell: 813-486-9568
Assistance Listing Number and Title: (CFDA)	17.258, 17.278, 17.259, 93.558
Is this sub-award for R&D?	No
Indirect cost rate for the Federal Award:	Cost allocation methodology

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ARTICLE I GENERAL PROVISIONS

1.1 PURPOSE

The purpose of this Agreement is to define the covenants and conditions under which the Contractor will implement and provide Career Services.

1.2 PARTIES TO CONTRACT

- 1.2.1 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 4902 Eisenhower Blvd. Suite 250, Tampa, FL 33634 and Educational Data Systems, Inc., a Subchapter S-Corporation, hereinafter referred to as “Contractor or EDSI,” having its principal administrative office at 15300 Commerce Dr. North, Suite 200, Dearborn, Michigan 48120.
- 1.2.2 The relationship of the parties is that CSTB is the recipient of Federal and State funds to carry out the awarding agency’s projects or programs, and that EDSI is a subrecipient.

1.3 CONTRACT TYPE AND AMOUNT

This is a Cost-reimbursement contract. CSTB agrees to pay for contracted services an amount not to exceed \$394,450, of which \$31,912.50 is for Rapid Response services, for the period July 1, 2022 to September 30, 2022. Prior to the beginning of the second quarter, CSTB shall modify the contract to include the budget for the entire contract period.

1.4 PERIOD OF PERFORMANCE

- 1.4.1 The parties hereto agree that each may execute this Contract on different dates subsequent to July 1, 2022, but hereby acknowledge and affirm that the terms and conditions shall begin on July 1, 2022, and remain in full force and effect until June 30, 2023, unless otherwise terminated or extended.
- 1.4.2 Following the initial year, this Contract may be renewed and extended for three (3) additional periods of one (1) year. The option to renew and the terms and conditions of the option to renew shall be exercised at the sole and absolute discretion of CSTB.

Initial Contract and Option Periods			
Year	Contract Phase	Contract Period	
		From	To
1	Initial Year	July 1, 2021	June 30, 2022
2	Option 1	July 1, 2022	June 30, 2023
3	Option 2	July 1, 2023	June 30, 2024
4	Option 3	July 1, 2024	June 30, 2025

1.5 STAND-IN COSTS

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.

1.6 PURCHASING/INVENTORY

- 1.6.1 All purchases shall follow CSTB's procurement guidelines. Records shall be maintained to document procurement efforts to comply with this requirement.
- 1.6.2 Equipment purchased as defined as tangible, nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, shall first receive prior approval from CSTB.
- 1.6.3 An up-to-date inventory of all property purchased that has an individual purchase price of \$5,000 or more shall be maintained and shall not be disposed of without prior written authorization.
- 1.6.4 Title to supplies, equipment, and other expendable property acquired by a recipient of federal funds shall vest in the recipient upon acquisition for the authorized purpose of the project if it is needed and shall not encumber the property without approval of CSTB.
- 1.6.5 All supplies, equipment, and other expendable property shall be returned within forty-five (45) days of Contract termination or when the property is no longer needed.

1.7 ACCESS TO RECORDS AND RETENTION

- 1.7.1 During the record retention period and at any time during normal business hours and as often as CSTB, Hillsborough County Board of County Commissioners Chief Elected Official, the State of Florida Department of Economic Opportunity (DEO) (or its designee or DEO Chief Financial Officer), USDOL, Comptroller General of the United States, Auditor General or their designated representative(s) may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or participant books, documents, papers and records (including computer records), or other data relating to matters covered by this contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CSTB.
- 1.7.2 The Contractor 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 Contractor to comply with Chapter 119, Florida Statutes shall be grounds for immediate unilateral termination of this Contract.
- 1.7.3 The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a minimum period of five (5) years from the date of final payment for services rendered under this Contract or termination of this Contract, whichever comes later, and shall allow CSTB, Hillsborough County Board of County Commissioners Chief Elected Official, the State of Florida Department of Economic Opportunity (DEO) (or its designee or DEO Chief Financial Officer), USDOL, Comptroller General of the United States, Auditor General or their designated representative(s) access to such records upon request. The minimum period shall be increased if administrative, legal, fiscal or historical values of the record extends the five-year period.

- 1.7.4 The Contractor shall ensure that audit working papers are made available to CSTB, Hillsborough County Board of County Commissioners Chief Elected Official, the State of Florida Department of Economic Opportunity (DEO) (or its designee or DEO Chief Financial Officer), USDOL, Comptroller General of the United States, Auditor General or their designated representative(s) upon request for a period of five (5) years from the date of final payment for services rendered under this Contract or termination of this Contract, whichever comes later. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.
- 1.7.5 If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact CSTB's custodian of public records at:
- 1.7.5.1 813-397-2064
 - 1.7.5.2 munroa@careersourcetb.com
 - 1.7.5.3 Anna Munro, Vice President of Fiscal Compliance and Administrative, 4902 Eisenhower Blvd., Suite 250, Tampa, Florida 33634.

1.8 PARTICIPANT RECORD CONFIDENTIALITY

- 1.8.1 Contractor shall comply with the confidentiality provisions and the record retention requirements of section 119.021, F.S., where applicable.
- 1.8.2 All Contractor records classified as public records shall be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the Contractor to maintain records in a location that is accessible to the public unless the public records are exempt or confidential and exempt from public record disclosure requirements.
- 1.8.3 Contractor 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.
- 1.8.4 Contractor shall ensure customer and organizational confidentiality. It shall require all staff to sign a statement that he or she will adhere to the CSTB Personally Identifiable Information (PII) policy upon initial hire, and annually thereafter.

1.9 INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

Contractor shall adhere to the CSTB's Confidentiality of Records Policy and complete an "Individual Non-Disclosure and Confidentiality Certification Form" upon initial hire. The Supervisor of the initial hire is required to submit a form request to mis@careersourcetb.com System access will not be provided until the form is completed and signed by Requestor, Supervisor and Security Officer.

1.10 INFORMATION SECURITY

Contractor will ensure that all staff review CSTB policies related to information systems security and Contractor will comply with employment penalties outlined therein for its employees found to be in violation of such policies. Contractor will ensure that it follows CSTB procedures for information system's account creation maintenance and termination related to Contractor's employees.

1.11 CODE OF CONDUCT AND ETHICS

- 1.11.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- 1.11.2 Contractor shall adhere to CSTB's Code of Conduct and Ethics and Transparency policy and require all staff to sign CSTB's Code of Conduct and Code of Ethics and Transparency upon initial hire.

1.12 E-VERIFY

- 1.12.1 E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge for employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- 1.12.2 In accordance with 448.095, F.S., the State of Florida expressly requires the following:
- 1.12.2.1 Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 1.12.2.2 A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
 - 1.12.2.3 If an entity does not have an E-Verify MOU in effect, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

1.13 STAFF HIRING, QUALIFICATIONS AND TRAINING

- 1.13.1 Contractor will hire and manage qualified and trained staff, in accordance with industry and/or educational standards as well as staff who demonstrate the highest propensity to operate under the envisioned service delivery model.
- 1.13.2 Removal or replacement of management-level personnel requires the prior approval of CSTB who shall be notified within five (5) calendar days that a vacancy is possible. If key staff

voluntarily vacates a position, the Contractor shall immediately notify CSTB. The Contractor will make a good faith effort to quickly fill the vacated position with a qualified replacement.

- 1.13.3 Position changes that require a contract modification for either an increase in budget or change in work scope will require the prior written approval of the CSTB Senior Vice President and Chief Financial Officer.
- 1.13.4 Each funded position shall have a specific, written job description which includes the minimum required qualifications and skills for the position, the overall job duties to be performed by the position and the responsibility and authority of the position.
- 1.13.5 Contractor will develop and maintain training plans for all frontline positions which include specific competencies and training resources.
- 1.13.6 Contractor will maintain a performance management system in which an employee in a funded position will receive a written review at a minimum annually regarding his/her performance unless deemed otherwise appropriate for more frequent reviews.
- 1.13.7 Contractor will provide qualified programmatic and technical staff with the expertise to meet the goals, objectives and requirements of the services to be provided through the CSTB offices. The Contractor will implement and maintain an effective training program which includes both management and staff development.
- 1.13.8 Contractor will be required to follow CSTB's policy on *One-Stop Staff Credentialing and Skills Standards*. Career Center frontline staff must obtain the following minimum credentialing standards in customer service, communication skills, basic computer software, specific programmatic training and the FL Workforce Professional Tier 1 Certification.
 - 1.13.8.1 Florida Workforce Professional Tier 1 Certificate Program. Per DEO guidelines, newly hired Contractor staff working under this Contract who provide direct customer service must attain the Tier 1 certificate within one (1) year of their hire date. Attainment of the Tier 1 Certificate requires successful completion of individual course work, as well as taking and passing each module test in the Tier 1 Certificate Exam. For this purpose, front line staff are defined as any individual who works primarily with customers, which includes participants, employers, and partners. Staff have three opportunities to take the exam within one year of their date of hire, however, must wait 45 days between the second and third attempt.
 - 1.13.8.2 Requirement for 15-Hour Continuing Education Credits. After attaining the Tier 1 Certification, staff must complete 15 hours of Continuing Education Units (CEU) commencing with the date the exam is passed. The date the exam is passed will become the anniversary date. Courses that may be considered for CEUs include but are not limited to: courses related to Workforce and Economic Development, Customer Service, Communication, Project Management and other program-specific areas. Similarly, workforce related conferences, workshops and training sessions offered by workforce organizations, such as training provided by local workforce board staff, service providers, or DEO can also be counted as part of CEU training.
 - 1.13.8.3 Documentation. All training must be documented for each member of staff, and documentation must be maintained. One hour of training or one hour of academic credit equals one (1) CEU hour. The following documents can be provided as proof of training: certificates of attendance and/or completion, academic transcripts/grade

reports, sign-in sheet or attendance verification by the training provider. The documentation must include: the activity name and date(s), the number of hours awarded, the organization providing the training, and the staff's name as a participant.

- 1.13.9 Contractor will provide and/or make available training on a regular basis regarding all workforce development programs, and special grants/projects guidelines, policies and best practices.
- 1.13.10 CSTB's policies are located on its website: <https://www.careersourcetampabay.com/reports-and-publications/>
- 1.13.11 Contractor will require all staff to complete security awareness training within thirty (30) days of initial hire. All certificates signifying the completion of training shall be submitted to CSTB's Vice President of Management Information Systems (MIS) & Data Services. Additionally, Contractor will coordinate with CSTB's Vice President of MIS & Data Services to ensure that ongoing information security refresher training is provided to all employees no less than annually.
- 1.13.12 Contractor will be required to list all its organization's local job vacancies in EmployFlorida (EF).

1.14 HEALTH AND SAFETY

- 1.14.1 Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to the working conditions of employees shall be applicable to the working and training conditions of workforce services participants. Where participants or employees covered under the Contract are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are found to be unsanitary, hazardous or dangerous to their health or safety.
- 1.14.2 Contractor will adhere to CSTB's Emergency Preparedness Plan (the Plan) and ensure that staff designated in the Plan are sufficiently knowledgeable of their roles during emergencies or situations that may disrupt normal operations. Further, Contractor will ensure that all its staff are knowledgeable of their roles during emergencies or disruptions. In accordance with the Plan. Contractor shall ensure that all new employees review the Plan within 30 days of the employment start date, that the Plan be reviewed with all staff no less than annually, and that each career center performs safety drills at a minimum of once per year unless otherwise appropriate for more frequent drills.

1.15 PRE-EMPLOYMENT AND SUBSEQUENT SCREENINGS

- 1.15.1 In accordance with the Grantee-Subgrantee Agreement between CSTB and DEO and Chapters 435.03 and 435.04(2), Florida Statutes, all Contractor employees providing services under this Contract shall undergo a Level 1 background screening as a condition of hire and continued employment.
- 1.15.2 Additional requirements:
 - 1.15.2.1 The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work.
 - 1.15.2.2 The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances.

- 1.15.2.3 The Level 1 background screenings are further explained in section 435.03, Florida Statutes.
- 1.15.2.4 The Contractor is responsible for all costs associated with obtaining the Level 1 background screening described in this section.
- 1.15.2.5 The Contractor will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file.
- 1.15.2.6 The Contractor will protect the confidentiality of the screening materials as required by law or contract.
- 1.15.2.7 The Contractor is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

1.16 INCIDENT REPORTING

- 1.16.1 For services rendered under this Contract, known or suspected incidents of fraud, injury, program abuse or criminal conduct shall be immediately reported in writing to CSTB President and Chief Executive Officer and the Vice President of Human Resources, Training, and Staff Development. The written report shall detail the incident, person(s) involved, and any corrective action taken. Contractor is to utilize CSTB's Incident Reporting form for injuries.
- 1.16.2 Additionally, upon initial hire and annually thereafter, the Contractor shall also notify all staff members of the EthicsPoint hotline, so their employees understand they are able to anonymously report any suspected incidents of fraud, program abuse, or criminal conduct directly to CSTB.

1.17 CONTRACTOR AUTHORITY

- 1.17.1 Contractor shall not enter into contracts and/or agreements on behalf of CSTB or its customers without prior written authorization from CSTB.
- 1.17.2 Contractor shall not act as an agent or employee of CSTB beyond the Scope of Work described herein. If Contractor takes any action outside of this designated Scope of Work, Contractor shall be liable for all costs, fees and damages that may be incurred by Contractor or CSTB as a result of such actions.

1.18 OVERSIGHT

The Contractor will report to and be overseen by CSTB. The Contractor 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.

1.19 NET PROMOTER FOR CUSTOMER SERVICE

- 1.19.1 CSTB utilizes Net Promoter Score®, or NPS®, to measure customer experience. Net Promoter Score®, or NPS® is a proven metric that has transformed the business world and

now provides the core measurement for customer experience management programs worldwide. NPS utilizing the scale rating is zero (0) to ten (10) with zero being “not likely at all”, five being “neutral and 10 being “extremely likely”. NPS measures:

- Leading indicator of growth
- Customer retention and advocacy
- Quantifies customer loyalty
- Likelihood of customer referring your company to a friend
- Benchmark to similar companies

1.19.2 The Monthly NPS Customer Satisfaction Reports provide CSTB with qualitative analysis that allows for a review of regional/center details to identify trends. The Senior Leadership team reviews the results monthly from an adaptive analysis approach. For any customer that rates CSTB between a 0-6, a member CSTB Management team will reach to discuss and address the issue. Additionally, the Workforce Performance Committee will review these results on a quarterly basis.

1.20 EMPLOYER SATISFACTION SURVEYS

1.20.1 CSTB conducts a monthly Employer Customer Satisfaction Survey to employers who provides services by CSTB through Employ Florida. Employer services range from provision of information to job order related services to work based learning agreements. The development of a satisfaction survey for employers is crucial in identifying the workforce needs of Hillsborough County employers.

1.20.2 The Monthly Employer Customer Satisfaction Reports will provide CSTB with qualitative analysis that allows for a review of regional/center details to identify trends. The Senior Leadership team will review the results monthly from an adaptive analysis approach. Additionally, the Workforce Performance Committee will review these results on a quarterly basis.

1.21 NOTICES AND COMMUNICATIONS

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

Party	Contractor	CSTB
Entity Name	Educational Data Systems, Inc.	Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay
First and Last Name, Title	Rob Dancer, Chief Financial Officer	Michelle Zieziula, Senior Vice President and Chief Impact Officer
Address Line 1	15300 Commerce Drive N	4902 Eisenhower Blvd. Suite 250
Address Line 2	Dearborn, MI 48120	Tampa, FL 33634
Phone #	313-271-2660	Tel: 813-397-2045 Cell: 813-486-9568
Email:	rdancer@edsisolutions.com	zieziulam@careersourcetb.com

1.21.1 Contractor shall notify CSTB in writing of any material change in its financial condition, which could significantly affect the Contractor's ability to perform or comply with the provisions of this Contract, within three (3) business days. Notification may be made verbally only if followed by a written notification within five (5) business days of the Contractor’s learning of the material change. Material changes include, but are not limited to, the following:

- Bankruptcy of the Contractor,
- Resignation or transfer of key staff members,
- Lawsuits or other legal action that may materially impact the financial viability of Contractor,

- Official investigations of fraud or abuse on the part of Contractor's staff, officers, or directors, AND/OR
- Theft or loss of funds or equipment that support the contracted activities.

1.21.2 Contractor 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 Contract. In such case, CSTB shall have the right to renegotiate the price or deliverable performance, or at the CSTB's option, terminate this Contract in part or whole.

1.22 POLICIES AND PROCEDURES

Contractor agrees to adhere to all CSTB policies and procedures applicable to the operation of the program.

1.23 INSURANCE

1.23.1 Contractor shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to CSTB and evidencing the coverage must be presented to CSTB prior to the commencement of services and updated upon exercise of any options to extend the contract. All policies of insurance referenced herein will be primary and will include CSTB as an additional insured party with the exception of Workers' Compensation. All policies will include provisions that the insurers waive the rights of recovery or subrogation against CSTB. CSTB shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of Contractor.

1.23.1.1 Commercial General Liability Insurance: \$1,000,000 each occurrence, \$1,000,000 damage to premises, \$25,000 any one person, \$1,000,000 personal and advertising injury, \$3,000,000 general aggregate, \$3,000,000 products/completed operations aggregate.

1.23.1.2 Worker's Compensation: \$1,000,000 each accident, \$1,000,000 disease aggregate, \$1,000,000 each employee.

1.23.1.3 Professional liability/Errors and Omission and shall include libel and slander. Minimum of \$1,000,000, \$3,000,000 aggregate.

1.23.1.4 Cyber liability: Minimum of \$1,000,000, \$3,000,000 aggregate

1.23.1.5 Motor Vehicle Insurance: When using motorized vehicles in performance of actions authorized by this contract, Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of not less than \$500,000 property damage, and \$1,000,000 per person, per occurrence. Contractor shall require and maintain proof of current motor vehicle insurance and vehicle registrations of all employees receiving any vehicle reimbursement expenses, including, but not limited to, mileage reimbursement.

1.24 RELIGIOUS OR POLITICAL ACTIVITY AND NEPOTISM

1.24.1 Religious Activity: Contractor 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 agrees not to use funds in violation of any legal prohibition regarding religious activity.

1.24.2 Political Activity: Contractor shall ensure that no funds appropriated under this Contract are used for political, lobbying, legislative, or union-organizing activities.

1.24.3 Nepotism: Contractor shall comply with Florida Statutes, if applicable, by ensuring that no officer, employee, or member of Contractor'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.

1.25 CONFLICT OF INTEREST

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. Contractor 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 Contractor shall be prohibited from using their position for their personal gain or personal benefit.

1.26 PUBLIC RELATIONS

Contractor assures that all contract related inquiries or contact by the media will be immediately referred to the CSTB Vice President of Public Relations or the CSTB President and Chief Executive Officer. Contractor 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 or the CSTB President and Chief Executive Officer. If Contractor staff fails to comply with this prohibition, Contractor agrees to take appropriate action to ensure future compliance. Contractor shall coordinate all contract related publicity and other promotional activities with the CSTB Vice President of Public Relations. Contractor shall inform CSTB Vice President of Public Relations in advance of any Contract related promotional plans or media strategies, and prior to any media contact. Contractor shall not execute any of the said plans, strategies, or contact without the prior approval of the CSTB Vice President of Public Relations.

ARTICLE II SCOPE OF WORK

2.1 CRITICAL ELEMENTS

A. Continuity of Services

Contractor shall maintain the existing customer flow processes as they develop new and expanded services utilizing existing procedures, systems, and forms for activities including, but not limited to, intake, referral, eligibility, and case management. Any suggested changes will be submitted as draft customer flow processes, or procedural changes or enhancements to the Senior Vice President & Chief Impact officer and the Director of Policy & Special Projects maintaining stability and promoting continuity of services during the change process. Upon approval by CSTB, the Contractor will proceed to implement while maintaining continuity of service.

B. Reaching All Areas of the County

To increase the ability to reach customers who may have barriers such as transportation and/or childcare issues that prevent them from fully participating at a Career Center, Contractor is to develop and implement alternative service delivery methods, such as virtual services and/or additional access points throughout Hillsborough County. For program year 2021 and forward, CSTB has engaged a Virtual Services Provider. The Contractor will coordinate through CSTB's Vice President of MIS and Data Services for those services. Services include: (1) Training, career exploration tools, online orientations; (2) Case Management to include employer, job seeker and staff portals, document management, customizable reports, host virtual job fairs, track participant data; and (3) Provider Services, such as staff training, marketing materials and desk guides, data integrations, and security protocols. Contractor will work with the Virtual Services provider to ensure these services are readily available and provided seamlessly across all programs and to all customers.

C. Diversity and Local Staffing

Contractor's on-site personnel shall mirror the diversity of the customers who are utilizing workforce services. This includes ensuring that it maintains an appropriate level of bilingual and multilingual staff. Moreover, when staffing vacancies occur or new positions are created, the Contractor shall hire from the local Tampa talent pool to the fullest extent possible.

D. Promoting Family-Sustaining Wages

Workforce system customers often present themselves with a high need for immediate employment, even if that employment is relatively low-wage and lacking upward advancement potential. Hillsborough County has a major asset in jobs that can meet that immediate need while coaching can continue with the customer after the first job goal has been met. WIOA provides some flexibility in determining when to terminate participants, along with the ability to provide post-placement services. The Contractor will be expected to take full advantage of this flexibility in the advancement of program participants to family-sustaining wages. During the process, job coaches may emphasize the foundational skills that are valued by all employers and are transferable to a large degree across sectors. These include basic literacy/numeracy, basic computer skills, and ability to interact effectively with customers and co-workers. WIOA also encourages the use of incumbent worker training, on-the-job training, apprenticeships, and internships to engage employers more directly as partners in training, not just end-users of the education providers. Contractors will be expected to emphasize career pathways and advancement strategies leading to family-sustaining wage levels when working with program participants and employers who employ them. Contractor may also coordinate efforts with other community organizations to provide social services that are needed for job retention and advancement. The United Way's ALICE (Asset Limited Income Constrained Employed) structure can be particularly beneficial in identifying low- income employed persons and in providing services needed for advancement of family incomes.

E. Integration and Coordination

Integration of program services for employers and job seekers is a key vision of WIOA and a critical component to the high-quality success toward employer satisfaction and job seeker sustainable careers. The ability to integrate the services of not only the WIOA mandated partners but the additional, perhaps non- traditional partners in the CareerSource Tampa Bay workforce system is important. This will address the gaps for job seekers and better serve employers. The

Contractor is expected to efficiently engage all partners as necessary into the CareerSource Tampa Bay system. The Contractor will effectively integrate and coordinate program services both within the CSTB Career Centers (Preferred) and those not co-located in the Center. The preference is for as many as possible and feasible to be co-located and integrated into the CareerSource Tampa Centers. In addition, the Contractor will integrate the CSTB brand, ensure coordination of services within all lines of business to optimize customer experience and outcomes.

2.2 SERVICE COMPONENT

F. Overview

The purpose of this Agreement is to define the covenants and conditions under which the Contractor will implement and provide Business Services for CSTB. The Contractor will dictate the day-to-day policies and procedures of daily operations of CSTB's Business Services under the guidance of CSTB.

Contractor 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 business and industry are the primary customers whose needs serve as the foundational core of our operations. This model should be business-focused and will better meet businesses' needs by increasing career seekers' access to all services available through CSTB.

A primary measure of success for the Contractor will be meeting and/or exceeding the contract performance measures. With respect to day-to-day career center operations and management, the Contractor will be responsible for the functional integration of all workforce investment activities of CSTB to ensure that they meet the needs of employers and career seekers by enhancing communication, coordination, collaboration, and engagement.

G. Business Services

The Workforce Innovation and Opportunity Act (WIOA) emphasizes engaging employers across the workforce system to align training with needed skills, and matching employers with qualified workers. In addition, WIOA promotes on-the-job training, paid work experience, apprenticeships, incumbent worker training, transitional jobs, and other strategies as allowable activities. Contractor will assist area employers to find workforce solutions for a variety of human resource needs, ranging from gathering information for job postings and referring candidates to employers' current job openings facilitating and participating in industry-wide projects to address critical skill shortages.

Contractor's Business Services shall be assisted by CSTB Business and Community Engagement Department under the direction of CSTB Vice President of Business and Community Development. Contractor Business Services staff shall manage business accounts and provide basic services to any employer in the region while the CSTB Business and Community Engagement Department shall convene employers in the region's key industries to determine strategic focus areas and needs by sector. CSTB Business and Community Engagement Department shall represent CSTB regional employers and has the responsibility for communicating and referring employers' needs to Contractor Business Services staff via Employ Florida and Salesforce.

The CSTB Business and Community Engagement Department under the direction of CSTB Vice President of Business and Community Development shall transmit real-time information on

employers' current needs for workers, labor market trends, and feedback from employers on the services received to the Contractor. The cooperative flow of information between CSTB Business and Community Engagement Department and Contractor Business Services is vital to the CSTB mission and key in ensuring that businesses are getting the talent they need and job seeking customers are linked to employment opportunities that allow for self-sufficiency and future growth.

CSTB Business and Community Engagement Department shall take the lead on the following areas in collaboration with the Contractor:

- Education Network
- Not-for-Profit Network
- Industry Sector Work and Strategy
- Sector MOU design and Oversight
- Coordination of Community Partner /Engagement and Employer Events
- Coordination of signature and annual job fairs, to also include oversight of contractor job fair schedule and coordination
- Oversight of employer recruitment for Youth Programs, Special Projects, and events
- Coordination and oversight of Chamber Membership(s) events and engagement
- Face for Business and Community Engagement

Employer customers will view CSTB Business and Community Engagement Department and the Contractor Business Services as a business resource. The business customer will be offered a broad range of services that address the needs of the business community.

Contractor staff services include, but are not limited to, the following:

- Responding to employers' demands for skilled workers and meeting the expectations of area employers by providing high quality candidate referrals, and suggesting solutions to employers' hiring needs including, but not limited to:
 - Onsite Recruitment and Placement Assistance for Employers
 - On-the-Job (OJT) Training Subsidies
 - Registered Apprenticeship Program & Pre-apprenticeship programs
 - Customized Training
 - Lay-off Aversion Services
 - Federal Bonding Program
 - Supportive Services
 - Occupational Skills Training
 - Incumbent Worker Training
 - Work Opportunity Tax Credit Program
 - Rapid Response Services
 - Work Experience Program
 - Access to Labor Market Information
 - Information about grants and resources targeted to certain businesses or industries
 - Information about grants and resources targeted at certain job seekers which may assist the employer in meeting talent pipeline needs
- Screen and recruit candidates for openings identified by CSTB Business and Community Engagement Department and Contractor Business Services or received directly from area employers.
 - Basic job matching of resumes and applications
 - Screen job candidates and refer qualified individuals to job openings
 - Employee pre-screening

- Conduct preliminary basic skills and other assessments
- Recruiting and sourcing qualified candidates
- Assisting in recruiting talent to register in the Employ Florida system to meet current and future employer needs.
- Recording direct placement results in the Employ Florida and Salesforce.
- Contractor shall develop effective linkages with employers that lead to resource alignment and training efforts to address the immediate and long-term skilled workforce needs of in-demand industries and to address critical skill gaps within and across industries. Successful outcomes for employer customers will be a sufficient number of quality job applicant referrals for each job order and sustained employer use of CSTB services. Service delivery shall include the following:
 - Outreach to area businesses in coordination with CSTB Business and Community Engagement Department and CSTB Vice President of Business and Community Development
 - Contractor will work with business to assist with the development and success of sector strategy activities
 - Work with the One-Stop partners to provide business services to support all programs in a streamlined and non-duplicative manner
 - Host and coordinate in-person and virtual job fairs, recruitment events and other hiring events in collaboration and coordination with CSTB Marketing Department and CSTB Business and Community Engagement Department
 - In conjunction with CSTB Business and Community Engagement Department, respond to employers' requests including providing salary information, offering program options for employed worker or on-the-job-training, providing interview space, etc.
 - Identify opportunities for fee-for-service activities in collaboration and coordination with CSTB Business and Community Engagement Department
 - Provide follow-up services to businesses
 - Refer businesses to partner programs and ancillary services as needed
 - Obtain proper certifications for staff that may utilize specialized screening tools
 - Notify CSTB of any emerging hiring trends, such as new certification requirements
 - Accompany CSTB Business and Community Engagement Department in Chamber and Business Association meetings or other community functions, as requested.
 - Manage local incumbent worker training program, including EF case management activities.
- Data enter job posting information from businesses into the statewide employment database Employ Florida (EF) and support employers who prefer to enter data directly.
- Collect and report WIOA performance information, as applicable.
- Contractor may also be required to address any new performance measures created by USDOL and specific grant conditions not known at the start date of this contract.
- CSTB Business and Community Engagement Department to be included in weekly contractor business services meetings that include sector strategists and recruiters.
- Prepare monthly reports to demonstrate activities and results to CSTB.
- Ensure that CSTB's strategic initiatives are implemented in the delivery of business services.

H. Rapid Response

Contractor will coordinate and manage the provision of Rapid Response Services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or

closure and may have also been impacted by a Worker Adjustment & Retraining Notifications (WARN) issued by the State. Service delivery under Rapid Response will include:

- Develop plan using DEO Dun & Bradstreet tool to identify employers in jeopardy of significant lay-offs;
- Dedicated and specialized staff to include the Rapid Response Coordinator and the Rapid Response Specialist;
- The Rapid Response Coordinator will establish contact with the employer and act as the single point of contact for arranging and scheduling all Rapid Response activities;
- The Rapid Response Coordinator is responsible for:
 - Communicating with DEO and the State Rapid Response Coordinator;
 - Serving as lead contact for affected employers and dislocated workers;
 - Leading the LWDB's Rapid Response team; and
 - Ensuring Rapid Response activities are reported accurately and timely in Employ Florida.
- The Rapid Response Coordinator will define and assemble the needed Rapid Response Team to provide information, resources and services to assist affected employers and workers. The team may include, but is not limited to:
 - Business development representatives;
 - Local TAA Coordinators;
 - Department of Children and Families (DCF) or Welfare Transition case managers;
 - Division of Vocational Rehabilitation (DVR) Business Outreach Specialists;
 - WIOA case managers;
 - Supplemental Nutrition Assistance Program (SNAP) staff;
 - Temporary Assistance for Needy Families (TANF) staff; and/or
 - Local Veteran Employment Representatives (LVER) when eligible veterans determined to be part of the affected employees.
- Upon notification or determination of a WARN notice or event, the Local Coordinator must contact the affected employer within two (2) business days to discuss the following:
 - The employer's schedule for the layoff.
 - The types of services the employer would be interested in hosting on-site or remotely.
 - General information on the skills and abilities of the affected workers.
 - The spaces where employee meetings or other services may take place, including virtual accommodations and other accommodations for disabilities.
 - The spaces where employees may safely meet to receive services following a natural disaster.
 - The duration of Rapid Response assistance to workers, and the ability for workers to receive services during regular work hours.
- The provision of information about and access to Reemployment Assistance (RA) benefits and programs, such as Short-Time Compensation (STC), comprehensive career center services, and employment and training activities, including information on the TAA program, Pell Grants, the GI Bill, and other resources.
- The delivery of other available services and resources including workshops and classes, and job fairs, to support reemployment efforts of affected workers.
- The provision of emergency assistance adapted to the mass layoff.
- Delivery of services to worker groups for which a petition for TAA has been filed.
- The provision of limited, additional assistance to local areas that experience Rapid Response events when such events exceed the capacity of the local area to respond with existing resources.

- Rapid Response program may determine which layoff aversion strategies and activities are applicable in each potential layoff situation to add or amend RR activities.
- Solutions to address the needs of businesses in transition, provided across the business lifecycle (expansion and contraction), including business engagement and layoff aversion strategies;
- Facilitating connections, networks and partners to provide assistance to dislocated workers and their families such as home heating assistance, legal aid, and financial advice
- All other requirements within the CSTB Policy #021-C0116 Rapid Response Program

I. General Services

Contractor shall ensure that business services are broadly available to employers and career seekers during traditional hours of operation during times that will meet the needs of the majority of career seekers. The Contractor must have a staff presence at the CSTB centers whenever they are in operation. At a minimum, CSTB centers must be open to the public from 8 a.m. – 5 p.m., Monday through Friday unless a satellite center or outpost with itinerate hours. The Career Centers will be closed on applicable State and Federal holidays and any other additional days approved by CSTB. The presence of staff in the CSTB centers outside of these hours shall be mutually agreed to between Contractor and CSTB prior to the start date of staff presence. Center hours may be adjusted at CSTB's discretion. Saturday hours must be available if special conditions warrant as instructed by CSTB. In addition, Contractor must ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings for major holidays.

- Provide day-to-day supervision of Business Services staff in the One-Stop Career Centers located in Hillsborough County to include the technical and programmatic guidance and instruction for staff to include management and staff level training and professional development.
- Shall ensure compliance with all State and Local policies and procedures relative to the One-Stop System and One-Stop Career Centers. The Contractor may and is encouraged to make suggestions of revisions, additions and deletions to policies or procedures based on program knowledge, best practices, and expertise. The Contractor will follow CSTB policy and procedural changes identified within CSTB Policy #019-C0038 Policy and Procedure Development.
- Shall designate a knowledgeable primary point of contact who shall have optimum management and operations authority and be available to CSTB during normal business hours as defined by CSTB with the ability to provide live assistance during these hours. During peak performance periods, or emergencies, the Contractor primary contact and/or staff may be required to be available beyond these parameters. Contact information shall be made available to CSTB for after-hours assistance. Contractor is expected to notify CSTB if there are any changes to the primary point of contact within 24 hours of the change.
- CSTB staff plans and directs all external marketing, outreach, and system communications. Contractor involvement in these efforts is sought and welcomed but at the direction of CSTB marketing. Contractor is expected to provide suggestions and recommendations to CSTB to maximize service to career seekers.

- As requested by CSTB, work collaboratively with CSTB staff, partners, community members and others to provide the resources necessary to support other funding opportunities; assist with the preparation of reports and other documentation as requested; and provide quotations or project costs as required.
- Ensure that CSTB's strategic initiatives are implemented in the delivery of employer and job seeker services.
- Provide and manage a positive customer experience (career seeker/employer) in the career centers. CSTB defines customer experience as the product of interactions between CSTB, contracted service providers, CSTB partners and its customers. Interaction includes the customer journey, the brand touchpoints that the customer interacts with, and the environments the customer experiences during their interactions (in-person, digital, virtual).
- Ensure job seekers are given access to the services they need to successfully achieve their career goals and receive the most appropriate services along a continuum of services to meet their established short-term and long-term goals.
- Additional grants, contracts and workforce services may be obtained and provided by CSTB during the contract period. It is anticipated that most of the additional service programs will have deadlines and performance measures. Contractor will be required to support CSTB in the administration/local management of these additional grants and contracts regardless of whether the performance is listed as specific pay point in this contract. Contractor shall provide services for those special projects funded by CSTB or some other funding source while still maintaining normal programs and services and all expected performance levels. Contractor shall also provide technical assistance and staff training to these special projects as requested by CSTB.
- In keeping with the intent of WIOA, the Contractor will seek innovative ways to serve career seekers with barriers to employment including ex-offenders, veterans, older workers (55+ years old), welfare recipients and persons with disability. Will ensure appropriate update of all career seeker barriers to employment within the Employ Florida system.
- Refer customers who experience domestic violence, substance abuse, or mental health issues to specialized services. Ensure that at least one (1) staff member at each CSTB site will have specialized skills to recommend assistance to victims of domestic violence.
- Refer customers with disabilities and learning disabilities to partnering agencies for specialized assessments and services in addition to those services provided at CSTB. Support via referral to the CSTB Ticket to Work and Self-Sufficiency Program (42 U.S Code Chapter 7 Subchapter XI Part A 1320b-19).
- Identify opportunities to maximize technology and assist with broader implementation and usage of current virtual services.
- Prepare monthly, bi-monthly, or quarterly progress reports or presentations of program performance and expenditures in comparison to the deliverables agreed upon in the contract.

2.3 CENTER LOCATIONS AND HOURS OF OPERATION

The Contractor will adhere to the following hours of operation for the CSTB career centers unless otherwise approved by CSTB President and Chief Executive Officer:

Tampa Center
9215 North Florida Avenue, Suite 101
Tampa, FL 33612

Ruskin Center*
201 14th Ave., SE
Ruskin, FL33570

Brandon Center
6302 E. Martin Luther King. Jr. Blvd., Suite 120
Tampa, FL 33691

Plant City Center*
307 N. Michigan Ave.
Plant City, FL 33563

* Asterisk denotes center is closed Monday – Friday from 12:00 PM to 1:00 PM for lunch. CSTB will consider closure of Brandon for lunch based on traffic flow.

Affiliate sites will be provided to the Contractor. Contractor will be responsible for staffing of the affiliate sites.

The Contractor will follow CSTB's holiday schedule.

ARTICLE III FISCAL REQUIREMENTS

3.1 FUNDING

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

3.2 BUDGET

- 3.2.1 CSTB will provide the Contractor with budget parameters based on preliminary and/or final allocation awards on a quarterly and/or annual basis. The Contractor will be required to submit to CSTB a budget for each contract year.
- 3.2.2 Changes in program year funding will result in modifications to the budget, as needed.
- 3.2.3 Attachment 1 – Budget and Monthly Request for Payment Form, incorporated by reference herein, consists of the line-items of cost and allocations that are allowable to be incurred in carrying out services under this Contract. The total of such costs cannot exceed the contract amount as specified in Section 1.3.
 - 3.2.3.1 EDSI shall maintain the positions established in Exhibit C – Budget. Vacant positions due to attrition require prior written approval of the CSTB Senior Vice President and Chief Financial Officer and CSTB Vice President of Human Resources to be filled.
 - 3.2.3.2 CSTB will directly pay for facility costs (rent, utilities, phones, etc.), equipment (copiers, desks, chairs, tables, etc.), information technology (data lines, network development and maintenance, hardware, software, technical support, etc.), customer training (tuition, books, uniforms, OJT and IWT employer reimbursements, paid work experience, customized training costs, etc.), and all support services for customers (such as childcare, transportation, car repair, etc.). CSTB will also directly pay for CSTB approved job-related employee training fees (not including travel, lodging or per diem which will be reimbursed in accordance with state policy) and the staff training budget will be established each program year by CSTB. CSTB does not provide systems or services to Contractor staff for the purpose of asset management, time and attendance tracking; staff scheduling, payroll processing; miscellaneous financial accounting and general ledger activities.
- 3.2.4 Budget Adjustments: Without contract modifications, Contractor may adjust budgeted individual direct cost category line items by no more than 10% of that direct cost category line item subject to the following conditions:
 - 3.2.4.1 All contemplated adjustments shall be submitted in writing to the CSTB Chief Financial Officer for prior approval. All requests for adjustment shall include a justification for the adjustment. Adjustments due to corporate cost variations shall not be approved. Failure to obtain prior approval shall result in CSTB's determination that Contractor costs exceeding the current line-item budget shall not be reimbursed.
 - 3.2.4.2 All contemplated adjustments shall be for the benefit of employees currently budgeted to the contract.
 - 3.2.4.3 Adjustments shall only be offset by transferring a dollar amount out of the offset (funding) cost category line item to a maximum increase of 10% of the cost category line item being funded.
 - 3.2.4.4 Offsets shall not be reallocated out of the budgeted "Salaries" cost line item without prior written approval of CSTB Senior Vice President and Chief Financial Officer. Contractor shall first submit a written justification that includes, but is not limited to, the reason for using the salary line item and why there is availability of funds suitable for the reallocation/offset.

- 3.2.5 Contractor may not exceed the contract value, as specified in Section 1.3, without a written contract modification approved and signed by CSTB.
- 3.2.6 Budget that is not expended during the annual term of the Contract shall not be carried over and expended in a subsequent year.
- 3.2.7 The indirect costs plus profit shall not exceed 15% of the total contract costs.

3.3 REQUEST FOR PAYMENT

- 3.3.1 Contractor shall submit Attachment 1 – Budget and Monthly Request for Payment Form, incorporated herein by reference, less performance holdback in accordance with Article III Performance, to the CSTB Vice President of Fiscal and Administrative Compliance via email munroa@careersourcetb.com, and designees, as applicable, by the 10th of each month (if the 10th falls on a holiday or weekend then the first business day thereafter), along with all required documentation and any deliverables due under the Contract.
- 3.3.2 CSTB considers required documentation to include but is not limited to the following:
 - 3.3.2.1 Completed monthly Request for Payment, reflecting the appropriate time period and signed by an authorized Contractor official.
 - 3.3.2.2 General or Accounting Ledger accurately reflecting all amounts billed.
 - 3.3.2.3 Supplies and consumables reimbursement support, if applicable:
 - 3.3.2.3.1 Copy of invoice or other 3rd party documentation supporting the amount of item purchased.
 - 3.3.2.3.2 Copy of documentation to support item purchased has been paid.
 - 3.3.2.4 Travel and mileage reimbursement support, if applicable (to include but is not limited to):
 - 3.3.2.4.1 Completed and approved Mileage reimbursement form. Mileage shall be at the current State of Florida/DEO approved rate.
 - 3.3.2.4.2 Completed and approved Travel Reimbursement Form and all related support, ie, copy of airline ticket, lodging invoice, car rental invoice, etc. Travel reimbursement shall not be submitted without all related support.
 - 3.3.2.5 Salary reimbursement support:
 - 3.3.2.5.1 Payroll ledger/register reflecting allocation of staff time among cost categories.
 - 3.3.2.5.2 Time and attendance sheets, as appropriate, for each person billed under the Contract.
 - 3.3.2.5.3 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.
 - 3.3.2.5.4 Timesheet should be for the same period as the payroll being invoiced.
- 3.3.3 All costs billed must be incurred and paid prior to request for payment.
- 3.3.4 Travel reimbursements shall be in accordance with CSTB’s Travel Policy.

- 3.3.5 Reimbursement will be made for allowable actual service delivery costs approved in Attachment 1 – Budget and Monthly Request for Payment Form.
- 3.3.6 Payment under this Contract shall not exceed the Section 1.3 Contract Type and Amount.
- 3.3.7 Payment is subject to appropriate and accurate documentation relating directly to the delivery of services under this Contract. Training and/or services under any other contract or from any other source are not eligible for payment under this Contract.
- 3.3.8 Payments to contractor will be made by check in accordance with instructions provided by Contractor to the CSTB Senior Vice President and Chief Financial Officer. The mailing address:
- Educational Data Systems, Inc.
15300 Commerce Drive N.
Suite 200
Dearborn, MIC 48120
- 3.3.9 CSTB Finance shall review all Monthly Request for Payment submitted by Contractor and shall pay Contractor for all costs that are approved and not subject to dispute within 30 days of the receipt of the Contractor's invoice.
- 3.3.10 If CSTB Finance disputes a cost contained in the Monthly Request for Payment, the Contractor 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 Contractor's invoice.

3.4 INDIRECT COSTS

- 3.4.1 Indirect Costs. Indirect costs may not exceed 10% of direct expense. Contractor'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.
 - Contractor 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 Contract.
- 3.4.2 Contractor's cost allocation plan shall be provided to CSTB.

- 3.4.3 Contractor may use federal funds to pay for indirect costs. If Contractor 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.
- 3.4.4 Contractor has opted to use 10% de minimis as its indirect cost rate

3.5 INTEREST AND PROGRAM INCOME

- 3.5.1 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.
- 3.5.2 Contractor shall account for program income in accordance with the terms of the contracted services.

3.6 AUDIT REQUIREMENTS

- 3.6.1 The services delivered under this Contract are considered sub-recipient services and require compliance with audit requirements for federal funds required by 2 CFR 200.501.
- 3.6.2 For profit entities who expend \$750,000 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 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 or more during the for-profit entity's fiscal year but does not have any single award with expenditures of \$750,000 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.
- 3.6.3 Contractor 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 Contractor but not later than nine (9) months after the end date of this Contract.

3.7 INTERNAL FINANCIAL CONTROLS

- 3.7.1 Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. Contractor 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 Contract.
- 3.7.2 Contractor will maintain separate accounting records for all funds expended under the Contract 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.

3.8 SALARY AND BONUS LIMITATIONS

- 3.8.1 The Contractor shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals funded under this Contract. 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.
- 3.8.2 Annually, the Contractor 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.

Review Period	Due Date
01/01/2022-12/31/2022	02/15/2023
01/01/2023-12/31/2023	02/15/2024
01/01/2024-06/30/2024	07/15/2024

3.9 DISALLOWED AND QUESTIONED COSTS

Contractor shall be liable to CSTB for any disallowed or questioned costs that Contractor or CSTB incurs as a result of Contractor expending funds in violation of this Contract 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 IV PERFORMANCE

4.1 GENERAL

- 4.1.1 Contractor represents that all persons delivering the services required by this Contract 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 Contract, and to provide and perform such services to CSTB' satisfaction for the agreed compensation.
- 4.1.2 Contractor shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Contract.
- 4.1.3 Contractor shall perform its duties, obligations, and services under this Contract in a skillful, respectable and cost-conscious manner. The quality of Contractor'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.
- 4.1.4 In December 2022, a review and potential reevaluation may be completed to assess the ongoing impacts of COVID 19, adverse impacts on regional performance with extenuating factors negatively impacting Contractor performance.

4.2 REPORTING

The Contractor will submit a monthly report, as outlined below, containing data that summarizes relevant programmatic benchmarks to CSTB by the 20th day of the new month. This programmatic report will serve to validate the provision of actual service delivery. Should the 20th day fall on a weekend or a holiday, the report will be due by close of business on the first business day after the 20th. Reports should reflect monthly activity by each month during the Program Year with a YTD summary.

NOTE: If Board or Committee reporting deadlines require a change in this calendar, then CSTB will provide advance notice of any amended deadlines.

Required Reporting:

1. Performance Incentives Summary Analysis
2. Business Services Reports:
 - a. Employer Services Report by Sector
 - b. Sales Force Activity Report
 - c. Recruitment Event Report
 - d. BSU Staff Activity Report
 - e. BSU EF Staff Services Report
 - f. BSU Contracts Reporting
 - i. Contracts in pipeline, approved and number of positions by type
 - ii. Number of positions fills by type
 - iii. Outcomes by employer
 - g. OJT, PWE and IWT Enrollment and Services Report:
 - i. Individualized Career Services to include services, active caseload by staff, case closures, program exiters and outcomes.
 - ii. OJT and PWE Training Services to include services, training completers (successful and unsuccessful), Measurable Skills Gains, Credential Attainment, Placements, case closures, program exiters and outcomes.
 - iii. IWT Training Services to include services, training completers (successful and unsuccessful), Measurable Skills Gains, Credential Attainment, Placements, case closures, program exiters and outcomes.
 - iv. Staff Caseload Report.
3. Rapid Response reporting
4. Job Matching
 - a. Number of job orders
 - b. Number of staff referrals
 - c. Number of job order placements
 - d. Job Order/Job Referral Data (Includes the referral/placement rate for each industry sector)

4.3 PERFORMANCE INCENTIVE

- 4.3.1 Achievement of deliverables shall be reviewed quarterly and adjusted accordingly based on performance.
- 4.3.2 Contractor may meet or exceed the established performance deliverable threshold. Failure to provide the required documentation for each deliverable will result in the loss of each deliverable lacking appropriate documentation.
- 4.3.3 CSTB shall withhold up to five (5) percent as performance incentive and link that sum to the achievement of the following
- 4.3.4 Business Services and Rapid Response are funded under two (2) separate budgets and each budget includes a profit component. Therefore, CSTB shall withhold five (5) percent from each budget and link that sum to the achievement of the following:

Business Services

Performance Measure	Description	Value
Repeat Business	75% of all employers served during PY2023 (7/1/2022 to 6/30/2023) also served between 7/1/2019 to 6/30/2022	1.67%
Business Penetration (Multiple businesses with the same Federal Employer Identification Number equal one (1) business for purposes of this measure)	20% increase in business served compared to business served during PY2022 (7/1/21-6/30/22).	1.67%
Employer Experience	40% employer satisfaction score	1.66%
		5.0%

The corresponding goals, values, requirements and required documentation for each of the above Performance deliverables are defined at 4.3.4.1

Rapid Response

Performance Measure	Description	Value
Timely outreach	100% timely outreach to WARN Notice impacted Employers and Jobseekers for PY2023 (7/1/2022 to 6/30/2023).	5.0%

The corresponding goals, values, requirements and required documentation for each of the above Performance deliverables are defined at 4.3.4.2

4.3.4 Performance Deliverables Defined

Contractor may meet or exceed the established performance deliverable threshold. Failure to provide the required documentation for each deliverable will result in the loss of each deliverable lacking appropriate documentation.

The performance incentive measures below are designed to align with local and federal performance requirements. As WIOA Primary Indicator measures including Wagner Peyser indicators continue to go through change and full implementation, adjustments may be made striving to ensure today's work aligns with future performance.

*Note: A review and potential reevaluation in December 2022 may be completed to assess the ongoing impacts of COVID 19, adverse impacts on regional performance with extenuating factors negatively impacting Contractor performance. Any incentive measures determined to be in need of change or potentially removed due to review will be equally divided over the performance measures that were determined by CSTB to be met for the period.

4.3.4.1 Business Services REPEAT BUSINESS (1.67% OVERALL VALUE)

PERFORMANCE MEASURE	GOAL	VALUE	REQUIREMENT	DOCUMENTATION
REPEAT BUSINESS	75% of all employers served during PY 2023 (7/1/2022-6/30/2023) also served between 7/1/2019 to 6/30/2022.	Annual: 1.67% 6-month interval: 0.835% Sliding Scale based upon the achievement of: 75% or above: annual = 1.67% 6-month = 0.835% 70% to 74.99%: annual = 0.835% 6-month = 0.4175%	Contractor will work in coordination with CSTB to provide local Hillsborough employers who have received services in the previous 3 program years services to be successful and fulfill their talent needs within Hillsborough County.	A copy of the Net Promoter (or other CSTB approved) scores for the appropriate timeframe.

BUSINESS PENETRATION (1.67% OVERALL VALUE)

PERFORMANCE MEASURE	GOAL	VALUE	REQUIREMENT	DOCUMENTATION
BUSINESS PENETRATION (Multiple businesses with the same Federal Employer Identification Number equal one (1) business for purposes of this measure)	20% or higher increase in Businesses Served compared to the previous Program Year	Annual: 1.67% 6-month interval: 0.835% Sliding Scale based upon the achievement of: 20% or above: annual = 1.67% 6-month = 0.835% 15% to 19.99%: annual = 0.853% 6-month = 0.4175%	Contractor will ensure that local Hillsborough businesses are provided staff-assisted high-value service through CSTB	A copy of the board-approved report, dashboard or query showing Hillsborough employers served and service date during the previous program year.

EMPLOYER EXPERIENCE (1.66% OVERALL VALUE)

PERFORMANCE MEASURE	GOAL	VALUE	REQUIREMENT	DOCUMENTATION
EMPLOYER EXPERIENCE	40% or more of Employers Surveyed through monthly surveys will answer effective or higher for the question of how effective the CSTB staff has been in providing you the services you need.	Annual: 1.66% 6-month interval: 0.83% Sliding Scale based upon the achievement of: 40% or above: annual = 1.66% 6-month = 0.83% 35% to 39.99%: annual = 0.83% 6-month = 0.415%	Contractor will work in coordination with CSTB to ensure employers served in Hillsborough County receive a meaningful experience as defined within the contract.	A copy of the Employer Customer Satisfaction Rating from the Employer Customer Satisfaction report (or other BOARD approved report) scores for the appropriate time frame.

4.3.4.2 Rapid Response

TIMELY OUTREACH (5.0% OVERALL VALUE)

PERFORMANCE MEASURE	GOAL	VALUE	REQUIREMENT	DOCUMENTATION
TIMELY OUTREACH	100% timely outreach to WARN Notice impacted Employers	6-month interval: 2.5%	Contractor will (1) outreach within two business days of notification of employer warn notice. If the first outreach is unsuccessful, contractor shall complete two additional outreach attempts (2) maintain and update reporting, as required by CSTB and (3) retain all correspondence with Warn Notice employers, and (4) if Employ Florida employer account exists, applicable staff will case note outreach attempt.	Board approved report which captures (1) 100% of warn notices issued for program year 21/22 (2) timing of outreach to impacted employer and (3) for employers requesting service, documentation to support outreach to 100% of jobseeker impacted by the warn notice.

4.4 PERFORMANCE INCENTIVE PAYMENT

- 4.4.4 At 6-months and year end, CSTB shall review performance outcomes and will either release the amount held back if all standards were achieved, or (b) a pro-rated portion thereof if all standards were not fully achieved as outlined in Attachment 2 – Performance Incentive Payment and Billing.

ARTICLE V CONTRACT CLOSEOUT

- 5.1 The Contractor shall comply with all provisions of CSTB's contract closeout procedures in effect on the termination of the Contract.

Upon termination of this Contract, closeout of the program funded under this Contract 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 Contract. Contractor must provide a final closeout invoice no later than thirty (30) days after the contract terminates. Contractor shall provide CSTB such information and materials necessary to complete closeout in accordance with applicable Federal and State regulations and procedures.

- 5.2 Upon termination or expiration of this Contract, CSTB must:

- 5.2.1 Reconcile cost and payments
- 5.2.2 Reconcile performance goals with actual performance
- 5.2.3 Prepare closeout documents

- 5.3 The Contractor, upon final payment of amounts due under this Contract, less any credits due to CSTB, shall release and discharge CSTB from any financial claims arising from this Contract.

ARTICLE VI SUBCONTRACTS

The Contractor 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 Contract. In the event of a corporate acquisition and/or merger, Contractor shall provide written notice to CSTB within thirty (30) business days of Contractor's notice of such action or upon occurrence of said action, whichever occurs first. The right to terminate this Contract 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 VII TERMINATION

- 7.1 Termination for Convenience: CSTB may terminate this Contract for any reason in its sole discretion upon thirty (30) days prior written notice to the Contractor, or such shorter period as may be mutually agreed to by the Contractor and CSTB. Contractor 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 Contractor after the effective date of termination of the Contract or any Amendment hereto.

- 7.2 Termination due to lack of funds: CSTB may immediately terminate this Contract if for any reason the federal or state funds through which this Contract is financed are reduced, suspended or terminated, in whole or in part.
- 7.3 Termination for breach: CSTB may terminate this Contract at any time for any of the following reasons:
- 7.3.1 Contractor has failed to provide the services Contractor has contracted to provide; or
 - 7.3.2 Contractor has failed to comply with any of the provisions contained in this Contract or any Amendment hereto; or
 - 7.3.3 Contractor fails to perform in whole or in part under this Contract or fails to make sufficient progress to endanger performance of Contractor's obligations to operate the contracted for programs; or
 - 7.3.4 Contractor has failed to comply with the Federal, State or Local grant requirements and or regulations regarding this Contract or any amendment hereto; or,
 - 7.3.5 Contractor has failed to take corrective action as described in this Contract, or
 - 7.3.6 If Contractor takes any action which in the opinion of the CSTB President and Chief Executive Officer, the CSTB Board, the State, or Federal Government jeopardizes the program, or the funds made available under this Contract.
 - 7.3.7 In the event the Contractor is given notice that it is in breach of this Contract, it shall have thirty (30) days from receipt to cure such breach. On the failure to cure, CSTB may terminate this Contract.
- 7.4 Suspension and Termination for Cause. If CSTB elects to terminate this Contract under the provisions set forth in Section 7.3, CSTB may immediately suspend the Contract and refuse any payments due the Contractor for services rendered subsequent to the date of notice of suspension. The Contractor shall be notified in writing of CSTB's suspension and/or of CSTB's termination of the Contract. If, in its sole discretion, CSTB, grants leave to correct the problem, then Contractor 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 Contractor effective from the time of the original suspension.
- 7.5 Suspension of Payments. CSTB may immediately suspend payment to Contractor at any time that CSTB has sufficient cause to seek termination of this Contract as described in this Article VII. If CSTB, in its sole discretion, grants the Contractor 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 Contract, at which time no payments will be made for costs incurred after the date of the original suspension.
- 7.6 Payments Due Contractor. In the event of a termination, the Contractor shall be paid for services rendered up to the date of termination. However, from the amount due there shall be deducted:
- 7.6.1 All advances or other payments on account made to the Contractor which is applicable to the terminated portion of this Contract; and
 - 7.6.2 Any claim which CSTB may have against the Contractor in connection with this Contract or any other prior Contract; and
 - 7.6.3 The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSTB; and

- 7.6.4 any outstanding questioned or disallowed costs attributable to the Contractor arising out of an investigation, monitoring report or audit of this Contract or any other Contract Contractor had with CSTB.
- 7.6.5 If a termination under this Contract is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with CSTB a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the contract.

ARTICLE VIII INDEPENDENT CONTRACTOR

The Contractor understands and agrees that it is an independent contractor, and no provision of this Contract shall be construed as creating an agency or employment relationship between CSTB and Contractor or Contractor's employees, agents or subcontractors.

ARTICLE IX INDEMNIFICATION AND HOLD HARMLESS

To the extent not otherwise limited by applicable law, the Contractor 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 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 Contract or applicable law by the Contractor, its agents, subcontractors, assigns, heirs, and employees during performance under this Contract. 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 Contract. In any and all claims against any of the Indemnified Parties by any employee of the Contractor, 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 Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing herein shall be construed to extend any party'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 X RIGHTS AND REMEDIES NOT WAIVED

- 10.1 No payment by CSTB to Contractor shall be construed as a waiver by CSTB of any breach or default of Contractor in the performance of any condition of this Contract 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.
- 10.2 CSTB's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Contractor from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

ARTICLE XI APPLICABILITY OF GOVERNING LAWS

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

ARTICLE XII MONITORING

- 12.1 CSTB, the Federal, State or Local Government, or any of their designated representatives shall have the right to monitor contractor's program, and staff, perform qualitative reviews and otherwise assess Contractor's program. The Contractor 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.
- 12.2 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 Contractor until such time as the accounting practices and/or records management are improved to the satisfaction of the CSTB.
- 12.3 Contractor 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.
- 12.4 Contractor shall institute a system for monitoring fiscal and program activities for compliance with this Contract. Contractor will maintain documentation to verify completion of monitoring activities.

ARTICLE XIII ENFORCEMENT OF CONTRACT TERMS

The failure of CSTB to strictly enforce any of the provisions of this Contract, or to require strict performance by the Contractor 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 Contract or any part hereof, or waive the right of CSTB to enforce each provision herein. The Contractor is responsible for fulfilling all terms and conditions of this Contract. While CSTB may monitor the Contractor's performance under this Contract, the Contractor remains solely responsible for its performance. CSTB monitoring of the Contract shall not constitute a notice, acceptance, waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

ARTICLE XIV AMENDMENTS

- 14.1 Request to Amend. If either Contractor or CSTB wishes to modify, change, or amend this Contract, other than as has been described elsewhere in this Contract, the proposed changes shall be submitted in writing to the other party in accordance with the Notice section under this Contract. 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 Contract and executed by Contractor and CSTB.
- 14.2 CSTB's Unilateral Rights to Amend. Contractor understands and agrees that CSTB may unilaterally amend this Contract to conform to changes in any Federal or State Statute, regulation, or policies, which are applicable to the program, funded by this Contract or any Amendment hereto.
- 14.3 Amendments for Local Conditions
 - 14.3.1 Contractor understands and agrees that CSTB may amend this Contract including reduction in training slots and/or service units and/or a redirection of training areas or service units affecting and reducing total funds available to

- Contractor, as a result of economic conditions and/or employment trends within Hillsborough County's labor market.
- 14.3.2 Any alteration which shall result in a programmatic change, including but not limited to changes in training, services, slot designations, or budget shifts, which do not alter the amount of a cost category, or extend beyond the contract term, shall be made by submitting a written request to the other party and shall be effective when executed on a form approved by CSTB and signed by both parties.

ARTICLE XV GOVERNANCE, RESPONSIBILITIES AND TRANSPARENCY

- 15.1 Universal Identifier and System for Award Management. The Contractor 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.
- 15.2 In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Contractor knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Contractor 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 XVI PRIOR CONTRACTS

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 Contract 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 of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSTB.

ARTICLE XVII CONTRACT PROVISIONS, ASSURANCES AND AGREEMENT

17.1 CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The following clauses, policies, memoranda, guidance, and communiqués are hereby incorporated into the Contract by reference with the same force and effect as if they were given in full text. By signing this agreement, Contractor 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 Contractor 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”)
- 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)
- Veterans 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 USC, 126 and 47 USC, 5, 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 200.333); Access to records (2 CFR 200.336)
- 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)

17.2 ASSURANCES

By signing this agreement, Contractor 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, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

Contractor also assures it is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of CSTB.

ARTICLE XVIII AUTHORITY AND SIGNATURES

- 18.1 The individuals signing have the authority to commit the parties they represent to the terms of the Contract and do so by signature below.
- 18.2 The Contract may be executed in any one or more counterparts, should that at any time be more convenient to the signatories, and the originals of those counterparts, when taken together and bearing the signatories of all parties to the agreement, shall constitute one and the same Agreement.
- 18.3 Without regard to the date of the signatures, the period of the Agreement is July 1, 2022, and ending June 30, 2023, 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.

[Signatures on the following page]

**Tampa Bay Workforce Alliance, Inc. dba
Career Source Tampa Bay**



Benjamin Hom, Board Chair

July 13, 2022

Date

Educational Data Systems, Inc.



Kevin B. Schnieders, Chief Executive Officer

July 12, 2022

Date

ATTACHMENTS

Attachment 1 - Budget and Monthly Request for Payment Form

Attachment 2 – Performance Incentive Payment and Billing

ATTACHMENT 1 - BUDGET AND MONTHLY REQUEST FOR PAYMENT FORM

Services: Business Services (BS) and Rapid Response (RR)
Budget for the period July 1, 2022 to September 30, 2022

Overview

Amount not to exceed totaling \$394,450, of which \$31,912.50 is for Rapid Response services, is approved for the following line items of cost:

- Salaries (subject to the below restrictions) and fringe of 30.98%.
- Travel
- Indirect and profit of 10% and 5% of direct costs, respectively.

Budget Summary. Refer to "PF BS" "PFRR", "SFRR" and "SF BS" for forms to be submitted for monthly payment request.

Cost category	Budget - BS	Budget - RR	Total
Salaries	238,000.00	21,000.00	259,000.00
Fringe	73,500.00	6,250.00	79,750.00
Salaries and Fringe	311,500.00	27,250.00	338,750.00
Travel	3,750.00	500.00	4,250.00
Total direct costs	315,250.00	27,750.00	343,000.00
Indirect (10%)	31,525.00	2,775.00	34,300.00
Profit (5%)	15,762.50	1,387.50	17,150.00
	362,537.50	31,912.50	394,450.00

Summary of Positions. Refer to "SFRR" "SF BS" for a detail of the number of positions by title and the corresponding full-time equivalent.

Position Title	Position Descriptions	Position Descriptions
Director of Strategic Partnerships	BS	Responsible for the overall delivery of quality services and the attainment of performance measures
Regional Coordinator	BS	Conducts strategic workforce planning and provides leadership and support to Program Director
Program Director	BS	Provides leadership and direction to the staff and ensure compliance with regulations
Business Service Lead	BS	Provides leadership and direction to the Business Service staff and ensure high level services are provided to business and customers
Sector Strategist	BS	Provides facilitation and operational support to Tampa Bay Industry Sector Consortiums
Lead Recruiter	BS	Oversee recruitment team and work with Business Service recruiters
Recruiter	BS	Manages the overall function of the recruiting process
Job Order Unit Lead	BS	Oversee the Job Order Unit and ensure all Job orders are handled in a timely manner
Job Order Unit Tech	BS	Ensure all Job orders are handled in a timely manner
Training Coordinator	BS	Coordinates training and collaborates with team
Call center	BS	Conduct outgoing calls to customers during night and weekend hours to increase recruitment event attendance leading to increased placement rate
Rapid Response Coordinator	RR	Act as liason between employers and the business services team for all rapid response events
Rapid Response Specialist	RR	Provide high quality customer service to dislocated workers, supporting them in an effort to reach their career readiness and employment goals

Payment Form - BS

Monthly Request for Payment Form: Business Services				
Month _____				-
Budget Summary - Cost Category	Budget	Current Request	YTD	Remaining Budget
Direct Expense				
Salaries and Fringe	311,500.00	-		311,500.00
Travel	3,750.00	-		3,750.00
Total	315,250.00	-	-	315,250.00
Management Fee/Profit				
10% Indirect	31,525.00	-	-	31,525.00
5% Profit	15,762.50	-	-	15,762.50
Total Management Fee and Profit	47,287.50	-	-	47,287.50
Total	362,537.50	-	-	362,537.50

Less: 5% Performance Incentive, equal to profit

-

Amount Due

-

Authorized Signatory (1)

Title

Date

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(1) Authorized signatory is an official who is authorized to legal bind EDSI.

Note: The "Salaries and Fringe Support Form" is required to be submitted with the "Monthly Request for Payment Form" when requesting reimbursement of salaries and fringe.

S & F Form - BS

Requested for reimbursement:

Pay periods (Begin to end date)	Check date

Salaries and Fringe Support Form: Business Services					
Position Title	FTE	Employee Name	Hrs Worked	Wage Rate	Amount
Director of Strategic Partnerships	0.025				-
Regional Coordinator	0.20				-
Program Director	0.20				-
Business Service Lead	1.00				-
Sector Strategist	1.00				-
Sector Strategist	1.00				-
Sector Strategist	1.00				-
Sector Strategist	1.00				-
Sector Strategist	1.00				-
Sector Strategist	1.00				-
Lead Recruiter	1.00				-
Recruiter	1.00				-
Recruiter	1.00				-
Recruiter	1.00				-
Recruiter	1.00				-
Recruiter	1.00				-
Recruiter	1.00				-
Job Order Unit Lead	1.00				-
Job Order Unit Tech	1.00				-
Job Order Unit Tech	1.00				-
Job Order Unit Tech	1.00				-
Training Coordinator	0.50				-
Call center	0.025				-
17.950					
				Total Salaries	-
				Fringe (30.98%)	-
				Total Salaries and Fringe	-

Monthly Request for Payment Form: Rapid Reponse				
Month _____		_____ -		
Budget Summay - Cost Category	Budget	Current Request	YTD	Remaining Budget
Direct Expense				
Salaries and Fringe	27,250.00	-		27,250.00
Travel	500.00	-		500.00
Total	27,750.00	-	-	27,750.00
Management Fee/Profit				
10% Indirect	2,775.00	-	-	2,775.00
5% Profit	1,387.50	-	-	1,387.50
Total Management Fee and Profit	4,162.50	-	-	4,162.50
Total	31,912.50	-	-	31,912.50

Less: 5% Performance Incentive, equal to profit -

Amount Due ██████████ -

Authorized Signatory (1)

Title

Date

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(1) Authorized signatory is an official who is authorized to legal bind EDSI.

Note: The "Salaries and Fringe Support Form" is required to be submitted with the "Monthly Request for Payment Form" when requesting reimbursement of salaries and fringe.

S & F Form -RR

Requested for reimbursement:

Pay periods (Begin to end date)	Check date

Salaries and Fringe Support Form: Rapid Response					
Position Title	FTE	Employee Name	Hrs Worked	Wage Rate	Amount
Rapid Response Coordinator	1.00				-
Rapid Response Specialist	0.50				-
1.500					
Total Salaries				-	
Fringe (30.98%)				-	
Total Salaries and Fringe				-	

ATTACHMENT 2 – PERFORMANCE INCENTIVE PAYMENT AND BILLING

Business Services

**Business Services
Performance Incentives
Program Year 2022-2023**

(The "Actual Value" will populate upon entry of "Actual Results")

Table 1. Performance Incentive (Overall Value 5%)

#	Performance Incentive Measure	Goal	Benchmark/ Intervals	Annual Maximum Value	6-Month (7/1-12/31)				12-Month				
					Range	Possible Value	Actual Results	Actual Value	Range	Possible Value	Actual Results	Actual Value	
1	Repeat Business	75% of all employers served during PY 2023 (7/1/22-6/30/23) also served between 7/1/19 to 6/30/22)	6-month and Cumulative to Date	1.67%	75% and above 70%-74.99%	0.835% 0.4175%		FALSE	75% and above 70%-74.99%	1.67% 0.835%		FALSE	
2	Business Penetration <small>(Multiple businesses with the same Federal Employer Identification Number equal one (1) business for purposes of this measure)</small>	20% or higher increase in Businesses Served compared to the previous Program Year	6-month and Cumulative to Date	1.67%	20% and above 15%-19.99%	0.835% 0.4175%		FALSE	20% and above 15%-19.99%	1.67% 0.835%		FALSE	
3	Employer Experience	40% or more of Employers Surveyed through monthly surveys will answer effective or higher for the question of how effective the CSTB staff has been in providing you the services you need.	6-month and Cumulative to Date	1.66%	40% and above 35%-35.99%	0.835% 0.415%		FALSE	40% and above 35%-35.99%	1.66% 0.830%		FALSE	
				5.00%					0.000%				

6-Month Total (see Note) 0.000%

12-Month Total (see Note) 0.000%

Note: Performance shall not exceed 2.5% and 5%, for the 6-month and 12-month period, respectfully.

Approved by EDSI: _____
Trevor Stout

Approved by CSTB: _____
Chad Kunerth

Business Services Program Year 2022-2023 Performance Incentive - Payment Request 6-Month (7/1 to 12/31)	No. 2022-500-004P-	Business Services Program Year 2022-2023 Performance Incentive - Payment Request 12-Month (7/1 to 6/30)	No. 2022-500-004P-
Performance Incentive, Withhold thru 12/31	_____	Performance Incentive - Not earned, 7/1-12/31	\$ -
Performance Incentive Earned, 7/1-12/31	_____ 0.000% *	Performance Incentive Withheld 1/1-6/30	_____
Percentage of Withhold Earned	_____ 0%	Total Performance Incentive Withheld, 7/1-6/30	_____
Performance Incentive Earned, 6-month	\$ -	Performance Incentive Earned, 12-month	_____ 0.000% *
Performance Incentive Not earned, 6-month	\$ -	Percentage of Withhold Earned	_____ 0%
Amount due to EDSI	\$ -	Performance Incentive Earned, 12-month	\$ -
		Performance Incentive Not earned, 12-month	\$ -
		Amount due to EDSI	\$ -

* Performance incentive shall not exceed 2.5% for the 6-month period.

*Performance incentive cannot exceed 5% for the 12-month period.

Rapid Response

**Rapid Response
Performance Incentives
Program Year 2022-2023**

(The "Actual Value" will populate upon entry of "Actual Results")

Table 1. Performance Incentive (Overall Value 5%)

#	Performance Incentive Measure	Goal	Benchmark/ Intervals	Annual Maximum Value	6-Month (7/1-12/31)				12-Month			
					Range	Possible Value	Actual Results	Actual Value	Range	Possible Value	Actual Results	Actual Value
1	Timely Outreach	100% timely outreach to WARN Notice impacted Employers	6-month	5.00%	Meet: yes/no	2.50%		0.000%	Meet: yes/no	2.50%		0.000%
				5.00%				0.000%				0.000%

Note: Performance shall not exceed 2.5% and 5%, for the 6-month and 12-month period, respectfully.

Approved by EDSI: _____
Trevor Stout

Approved by CSTB: _____
Chad Kunerth

<p>Rapid Response Program Year 2022-2023 Performance Incentive - Payment Request 6-Month (7/1 to 12/31)</p> <p style="text-align: right;">No. 2022-500-004RR_P-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Performance Incentive, Withhold thru 12/31</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Performance Incentive Earned, 7/1-12/31</td> <td style="text-align: right;">0.000% *</td> </tr> <tr> <td>Percentage of Withhold Earned</td> <td style="text-align: right;">0%</td> </tr> <tr> <td>Performance Incentive Earned, 6-month</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Performance Incentive Not earned, 6-monh</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Amount due to EDSI</td> <td style="text-align: right;">\$ -</td> </tr> </table> <p>* Performance incentive shall not exceed 2.5% for the 6-month period.</p>	Performance Incentive, Withhold thru 12/31	_____	Performance Incentive Earned, 7/1-12/31	0.000% *	Percentage of Withhold Earned	0%	Performance Incentive Earned, 6-month	\$ -	Performance Incentive Not earned, 6-monh	\$ -	 		Amount due to EDSI	\$ -	<p>Rapid Response Program Year 2022-2023 Performance Incentive - Payment Request 12-Month (7/1 to 6/30)</p> <p style="text-align: right;">No. 2022-500-004RR_P-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Performance Incentive - Not earned, 7/1-12/31</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Performance Incentive Withheld 1/1-6/30</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total Performance Incentive Withheld, 7/1-6/30</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Performance Incentive Earned, 12-month</td> <td style="text-align: right;">0.000% *</td> </tr> <tr> <td>Percentage of Withhold Earned</td> <td style="text-align: right;">0%</td> </tr> <tr> <td>Performance Incentive Earned, 12-month</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Performance Incentive Not earned, 12-monh</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Amount due to EDSI</td> <td style="text-align: right;">\$ -</td> </tr> </table> <p>*Performance incentive cannot exceed 5% for the 12-month period.</p>	Performance Incentive - Not earned, 7/1-12/31	\$ -	Performance Incentive Withheld 1/1-6/30	_____	Total Performance Incentive Withheld, 7/1-6/30	-	Performance Incentive Earned, 12-month	0.000% *	Percentage of Withhold Earned	0%	Performance Incentive Earned, 12-month	\$ -	Performance Incentive Not earned, 12-monh	\$ -	 		Amount due to EDSI	\$ -
Performance Incentive, Withhold thru 12/31	_____																																
Performance Incentive Earned, 7/1-12/31	0.000% *																																
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