



SUB-RECIPIENT AGREEMENT

EDUCATIONAL DATA SYSTEMS INCORPORATED

**ONE-STOP OPERATOR SERVICES
(HILLSBOROUGH COUNTY)**

PROGRAM YEAR 2024-2025

**Agreement No. 2025-500-001
Option Year 3: FY2025**

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INTRODUCTION AND BACKGROUND

THIS AGREEMENT is entered between Tampa Bay Workforce Alliance Inc., d/b/a CareerSource Hillsborough Pinellas (f/k/a CareerSource Tampa Bay), hereinafter referred to as “CSHP”, with administrative office at 4350 West Cypress Street Suite 875, Tampa, FL 33607, and Educational Data Systems Incorporated, a Michigan corporation authorized to do business in Florida, hereinafter referred to as “Sub-Recipient” with administrative office at 15300 Commerce Dr. North, Suite 200, Dearborn, Michigan 48120.

WITNESSTH THAT

WHEREAS, all incorporated and unincorporated areas within Hillsborough County and Pinellas County have been consolidated and designated by the Governor of the State of Florida as the Local area, as provided by CareerSource Florida, effective July 1, 2024, hereinafter referred to as “Region 28”, and

WHEREAS, the two separate legal entities, previously designated as the local workforce development boards for Hillsborough and Pinellas County agreed to a merger whereby the legal entity f/k/a as CareerSource Tampa Bay is the surviving entity; and

WHEREAS, the two separate legal entities competitively re-procured and designated separate One Stop Operators for their respective local areas of Hillsborough and Pinellas County; and

WHEREAS, the Hillsborough Pinellas Workforce Development Consortium, a group of chief elected officials (hereinafter referred to as “CEOs”) appointed by the respective Hillsborough and Pinellas CEOs to act as the chief elected officials (hereinafter referred to as “Consortium”) of Region 28, must designate and certify One Stop Operators in the local area; and

WHEREAS, to promote uninterrupted and continuous delivery of One Stop Operator services for Region 28, CSHP Board and Consortium agreed to designate the existing One Stop Operators of Hillsborough and Pinellas County to provide services for their respective service delivery areas; and

WHEREAS, the Sub-Recipient coordinates programs among the WIOA one-stop partners specific to the Hillsborough County service area;

NOW THEREFORE, in consideration of the conditions, promises, covenants, and obligations hereinafter, CSHP and Sub-Recipient agree as follows:

ARTICLE I AGREEMENT PURPOSE AND INFORMATION

- 1.1 The purpose of this Agreement is to describe the scope of work, terms, and conditions under which the Sub-Recipient will coordinate programs among and between the required one-stop partners and service providers in the Hillsborough County service delivery area.
- 1.2 The following Agreement information is provided by Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas, the Pass-Through Entity, to Educational Data Systems Incorporated, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent Agreement modification(s).

Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - §200.332: Requirements for pass-through entities.	
1. Federal Award Identification	
Sub-Recipient Name: (must match the name associated with its unique entity identifier)	Educational Data Systems Incorporated
Sub-Recipient's unique entity identifier:	DUNS #11-513-2409
Federal Award Identification Number (FAIN) and Federal Award Dates:	- 23A55AT000009, PY23 - 23A55AW0000012, PY23 - 24A55AW0000057, PY24 - 23-A-55-AY-000003, PY23 - 24A55AY0000073, PY24 - AA-38523-22-55-A-12, PY22 - 24555DV0000065, PY23 - 245FL412Q7503, PY23 - G-2401FLTANF, PY 23 & PY24 - 23-A-60-UR-0000-36, PY23
Agreement Period of Performance Start/End Dates:	July 1, 2024 – June 30, 2025
Agreement Budget Period Start/End Dates:	July 1, 2024 – June 30, 2025
Total amount of Federal funds obligated to the Sub-Recipient:	\$130,000
Total approved cost sharing or matching:	Not applicable
Federal award project description:	One Stop Operator
Assistance Listing Number and Title: (formerly CFDA)	10.561,17.225, 17.258, 17.278, 17.259, 17.801, 93.558
Is this Agreement for R&D?	No
Indirect cost rate for the Federal Award:	Cost Allocation Methodology

ARTICLE II GENERAL PROVISIONS

Agreement Amount

- 2.1 CSHP agrees to pay for Sub-Recipient services to be rendered as set forth below, an amount not to exceed \$130,000 (including indirect and profit), subject to the availability of funds. Payments will be made through Federal funds from grants with assistance listing numbers noted above.
- 2.2 The specific method of payment for services to be rendered shall be as set forth below and shall be contingent upon demonstration that performance deliverables have been successfully accomplished

to CSHP's satisfaction, and submittal of request for payment with sufficient supporting documentation.

Period of Performance

- 2.3 The parties hereto agree that each may execute this Agreement on different dates, but hereby acknowledge that the service period begin on July 1, 2024, and remain in full force and effect until June 30, 2025, unless otherwise terminated or extended.

Stand-In Costs

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

Policies and Procedures

- 2.5 All purchases shall follow CSHP's procurement guidelines. Purchase requisitions shall be submitted to purchaseorders@careersourcehp.com with sufficient supporting documentation as required by CSHP. Purchasing and payment is handled by CSHP staff.
- 2.6 Sub-Recipient agrees to adhere to all CSHP policies and procedures as is applicable to its role as One-Stop Operator.

Access to Records and Retention

- 2.7 The Sub-Recipient will comply with public records law (Chapter 119 Florida Statutes) and agrees to provide CSHP with a copy of any public records requested unless the public record is confidential or exempt from public records disclosure requirements. Failure of the Sub-Recipient to comply with Chapter 119, Florida Statutes shall be grounds for immediate unilateral termination of this Agreement.
- 2.8 The Sub-Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date of final payment for services rendered under this Agreement or termination of this Agreement, whichever comes later, and shall allow CSHP, the Consortium, the State of Florida Department of Commerce (or its designee or FloridaCommerce Chief Financial Officer), USDOL, Comptroller General of the United States, Auditor General or their designated representative(s) access to such records upon request.
- 2.9 As required by Section 119.0701, Fla. Stat., Sub-Recipient must comply with public records laws, specifically Sub-Recipient must: (i) Keep and maintain public records required by CSHP to perform the service. (ii) Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the sub-Recipient does not transfer the records to CSHP. (iv) Upon completion of this Agreement, transfer, at no cost, to CSHP all public records in possession

of Sub-Recipient or keep and maintain public records required by CSHP to perform the services. If the Sub-Recipient transfers all public records to CSHP upon completion of this Agreement, the Sub-Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sub-Recipient keeps and maintains public records upon completion of the contract, the Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from CSHP's custodian of public records, in a format that is compatible with the information technology systems of CSHP.

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

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

Incident Reporting

- 2.10 For services rendered under this Agreement, known or suspected incidents of fraud, injury, program abuse or criminal conduct shall be immediately reported in writing to CSHP Co-Interim Chief Executive Officer or singular Chief Executive Officer, if one is subsequently appointed by the Board of Directors (hereinafter collectively referred as "CEO") 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. Sub-Recipient is to utilize CSHP's Incident Reporting form for injuries.

Sub-Recipient Authority and Oversight

- 2.11 Sub-Recipient shall not enter into contracts and/or agreements on behalf of CSHP or its customers without prior written authorization from CSHP.
- 2.12 Sub-Recipient shall not act as an agent or employee of CSHP beyond the Scope of Work described herein. If Sub-Recipient takes any action outside of this designated Scope of Work, Sub-Recipient shall be liable for all costs, fees and damages that may be incurred by Sub-Recipient or CSHP because of such actions.
- 2.13 The Sub-Recipient will report to and be overseen by CSHP. The Sub-Recipient shall openly and immediately communicate to CSHP leadership any challenges or problems that may adversely affect its ability to deliver services and/or meet its performance requirements.

Net Promoter

2.14 Sub-Recipient shall utilize Net Promoter Score®, or NPS®, to measure jobseeker and employer partner satisfaction. Reports shall be provided on a monthly and quarterly basis to CSHP.

Notices and Communications

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

Party	Sub-Recipient	CSHP
Entity Name	Educational Data Systems Incorporated	Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas
Name & Title	Rob Dancer, CFO	Michelle Zieziula, SVP & COO
Address	15300 Commerce Drive N Dearborn, MI 48120	4350 West Cypress Street, Suite 875 Tampa, FL 33607
Phone #	313-271-2660	Tel: 813-397-2045 Cell: 813-486-9568
Email:	rdancer@edsolutions.com	zieziulam@careersourcehp.com

2.16 Sub-Recipient shall notify CSHP in writing of any material change in its financial condition, which could significantly affect the Sub-Recipient's ability to perform or comply with the provisions of this Agreement, within three (3) business days. Notification may be made verbally only if followed by a written notification within five (5) business days of the Sub-Recipient's learning of the material change. Material changes include but are not limited to: Bankruptcy of the Sub-Recipient, Lawsuits or other legal action that may materially impact the financial viability of Sub-Recipient.

2.17 Sub-Recipient shall notify CSHP in writing of the receipt of any Federal, State, or local grant that may materially affect the quality or cost of the services provided under this Agreement. In such case, CSHP shall have the right to renegotiate the price or deliverable performance, or at the CSHP's option, terminate this Agreement in part or whole.

Religious or Political Activity and Nepotism

2.18 Religious Activity: Sub-Recipient shall ensure compliance with all laws relating to the use of funds as they pertain to any legal prohibition against the support of any religious activity and agrees not to use funds in violation of any legal prohibition regarding religious activity.

2.19 Political Activity: Sub-Recipient shall ensure that no funds appropriated under this Agreement are used for political, lobbying, legislative, or union-organizing activities.

2.20 Nepotism: Sub-Recipient shall comply with Florida Statutes, if applicable, by ensuring that no officer, employee, or member of Sub-Recipient's governing body shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

Conflict of Interest

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

Public Relations

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

ARTICLE III SCOPE OF WORK

Critical Elements

3.1 Reaching All Areas of the County

To increase its 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. Sub-Recipient is to develop and implement alternative service delivery methods, such as virtual services or additional access points throughout Hillsborough County. CSHP has engaged a Virtual Services Provider. The Sub-Recipient will coordinate through CSHP Vice President of MIS, IT and Data Services for those services. Virtual services are to 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. Sub-Recipient will work with the Virtual Services provider to ensure these services are readily available and provided seamlessly across all programs and to all customers.

3.2 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. The Hillsborough County labor market area 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 when to terminate participants, along with the ability to provide post-placement services. The Sub-Recipient 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. 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. Sub-Recipient will be expected to emphasize career pathways and advancement strategies leading to family-sustaining wage levels when working with other community organizations to provide social services that are needed for job retention and advancement.

3.3 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 CSHP workforce system is important. This will address the gaps for job seekers and better serve employers. The Sub-Recipient is expected to efficiently engage all partners as necessary as part of the CSHP system. The Sub-Recipient will effectively integrate and coordinate program services both within all the CSHP 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 CSHP Centers. In addition, the Sub-Recipient will integrate the CSHP brand, ensure coordination of services within all lines of business to optimize customer experience and outcomes.

Service Component

3.4 Overview

The purpose of this section is to define the covenants and conditions under which the Sub-Recipient shall serve as the coordinator of the WIOA one-stop partners pursuant to the strategy and direction of CSHP governing boards as communication through CSHP Senior Vice President and Chief Operating Officer. The Sub-Recipient will guide the day-to-day policies and procedures of daily operations of CSHP's One-Stop Operator Services under the guidance of the BOARD.

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

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

3.5 One-Stop Operator Services

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

- 3.5.1 Be responsible for the functional integration of all workforce investment activities of the centers to ensure that they meet the needs of employers and career seekers by enhancing communication, coordination, collaboration, and engagement.
- 3.5.2 Deliver services and create integrated service strategy that includes:
 - a. Implementing Integration Service (IS) Plan.
 - b. Maintaining and monitoring partner relationships.
 - c. Managing the Career Center's events calendar in coordination with the Vice President of Public Relations and Marketing.
 - d. Monitoring, evaluating customer service satisfaction and making continuous improvement recommendations.
 - e. Monitoring usage and input of data in the One-Stop Partner portal and creation/renewal of related Memorandum of Agreement (MOA).
 - f. Overseeing walk-in traffic in coordination with CSHP.
 - g. Supporting partner leadership on strategy to reach goals, improve services and identify areas of improvement.
- 3.5.3 Establish and/or maintain linkages between all One-Stop partners designated by CSHP to improve communication, referral, service delivery, and tracking performance of the partners.
- 3.5.4 Monitor all partner service responsibilities defined in each associated Memorandum of Understanding (MOU).
- 3.5.5 Coordinate with CSHP Senior Leadership team to develop new MOUs.
- 3.5.6 Coordinate and hold at least quarterly meetings with all One-Stop partners designated by CSHP and publish minutes for each partner meeting.
- 3.5.7 Develop a common language among the One-stop partners and CSHP as it is recognized that each has its own terminology, jargon and acronyms.
- 3.5.8 Create strong feedback loops within the partners and CSHP so successes or issues are brought to light immediately for resolution or celebration.
- 3.5.9 Discuss how to improve and maintain an effective and successful one-stop delivery system.
- 3.5.10 Work through any misunderstandings, unreasonable expectations, myths, previous problems, current conflicts or other areas of opportunity.
- 3.5.11 Collect data from each partner on challenges, roadblocks, successes, and outcomes achieved.
- 3.5.12 Develop and publish quarterly a Partners' Newsletter for disseminating partner and CSHP events, activities, successes and services.
- 3.5.13 Assist CSHP with the completion of any renewals or the new development of a required Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) for any Mandatory partner(s) under WIOA guidelines.
- 3.5.14 Assist CSHP in the identification of appropriate clauses for all Memorandum of Understanding (MOU) with all One-Stop partners designated by CSHP as it relates to sharing of information, reporting of performance, and tracking of customers.
- 3.5.15 Manage CSHP's partnership efforts with the State of Florida required partners such as Division of Blind Services (DBS) and Vocational Rehabilitation (VR) Services.

- 3.5.16 Notify partners of CSHP key organizational changes, programs, services throughout the program year.
- 3.5.17 Disclose any potential conflicts of interest arising from the relationship of the One-Stop Operator with training service providers, partner programs, or other service providers.
- 3.5.18 Establish practices that encourage the One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment training, and education services.
- 3.5.19 Work with CSHP and applicable state agencies to create a strategic plan to integrate the intake, case management, and reporting of the One-Stop partners.
- 3.5.20 Manage, track, evaluate and oversee CSHP's Employer and Customer Satisfaction initiatives for job seekers and employers using an accepted CSHP methodology.
- 3.5.21 Manage online Unite Us Partner portal that will allow the partners to easily post and access forms, processes, performance tracking, etc. This may include assisting with the registration and creation of partner agency pages in the Portal, managing status of partner pages, generate monthly Partner Referral Reports, conduct annual refresher training to CSHP staff and partners, and creating Unite Us Partner Portal training activities. Maintain an up-to-date list of all partners and the agreed upon service offering and referral processes through the Unite Us Portal with monthly reporting to CSHP.
- 3.5.22 Recommend methods of continuous improvement by:
 - 3.5.22.1 Conducting quarterly center visits and observing staff in action to include in quarterly reports OSO observations, identified opportunities and noted strengths.
 - 3.5.22.2 Researching and educating CSHP's executive leadership on innovative methods and best practices for service delivery. Areas of service delivery can include but is not limited to technological tools for delivery of services, customer engagement, customer/staff training and assistive technology.
 - 3.5.22.3 Promoting adoption of creative and innovative methods and best practices in the delivery of required services.

3.6 Services Not Performed

As part of this Agreement, the Sub-Recipient may not perform the following functions:

- 3.6.1 Convene system stakeholders to assist in the development of the local plan.
- 3.6.2 Prepare and submit local plans (as required under sec. 107 of WIOA).
- 3.6.3 Be responsible for oversight of itself.
- 3.6.4 Manage or participate in the competitive selection process for one-stop operators.
- 3.6.5 Select or terminate one-stop operators, career service providers, and youth providers.
- 3.6.6 Negotiate local performance accountability measures.
- 3.6.7 Develop and submit budget for activities of CSHP.

ARTICLE IV FISCAL REQUIREMENTS

Funding

- 4.1 Program Year funding is subject to change, will fluctuate from year-to-year, and is based upon the actual amount allocated to the region and available carry-over funds.
- 4.2 The Agreement shall be modified to increase or decrease funding as needed to reflect actual federal funds received during the Agreement period. If modified, Sub-Recipient will be notified in a timely manner.

- 4.3 Sub-Recipient is a recipient of Federal funds and must follow the Uniform Guidance at 2 CFR 200.
- 4.4 Sub-Recipient agrees and understands that funds allocated to the Sub-Recipient under this Agreement or any Amendment or Modification hereto are contingent upon CSHP's receipt of funds. CSHP, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-Recipient's budget in proportion to CSHP's funding level and at the sole discretion of CSHP or if necessary, suspend or terminate this Agreement or any Amendment hereto instantaneously and as may be necessitated by CSHP's funding levels. Any de-obligation, modification or amendment of the funds allocated in this Agreement, or any Amendment hereto, shall be effective upon notification to the Sub-Recipient by CSHP. In such instances, costs will be reimbursed up to the date of notification only; thereafter neither CSHP nor Sub-Recipient shall have any obligations whatsoever to complete or otherwise continue the Program.

Budget

- 4.5 CSHP will provide the Sub-Recipient with budget parameters based on preliminary and/or final allocation awards as well as changes to program year funding due to an increase and/or decrease of services provided under this Agreement.
- 4.6 Sub-Recipient may not exceed the contract value, as specified in Section 2.1, without a written Agreement modification approved and signed by CSHP.
- 4.7 Budgeted funds not expended during the annual term of the Agreement shall not be carried over and expended in a subsequent year.
- 4.8 The indirect costs plus profit shall not exceed 15%.
- 4.9 CSHP shall monitor the Sub-Recipient's actual salary expenditure versus the approved budget. If based on the Sub-Recipient's salary spending patterns, it is determined the budgeted staffing level is higher than needed to perform the scope of work under this Agreement, CSHP may unilaterally reduce the Sub-Recipient's unexpended salaries budget and reallocate those funds to training, or other areas of CSHP's entity-wide budget.

Request for Payment

- 4.10 Sub-Recipient shall utilize the request for payment form provided by CSHP Vice President of Fiscal and Administrative Compliance.
- 4.11 The request for payment shall be emailed by the 10th of each month (if the 10th falls on a holiday or weekend then the first business day thereafter) with all required documentation to the CSHP Vice President of Fiscal and Administrative Compliance @ munroa@careersourcehsp.com and additional CSHP staff, if provided.
- 4.12 Required documentation includes but is not limited to the following:
 - 4.12.1 Completed monthly Request for Payment, reflecting the appropriate time period and signed by an authorized Sub-Recipient official.
 - 4.12.2 General or Accounting Ledger accurately reflecting all amounts billed.
 - 4.11.3 Salary reimbursement support:
 - 4.11.3.1 Payroll ledger/register reflecting allocation of staff time among cost categories.
 - 4.11.3.2 Time and attendance sheets, as appropriate, for each person billed under the Agreement.
 - 4.11.3.3 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.

4.11.3.4 Timesheet should be for the same period as the payroll being invoiced.

- 4.12 All costs billed must be incurred and paid prior to request for payment.
- 4.13 Travel reimbursements shall be in accordance with CSHP's Travel Policy.
- 4.14 Reimbursement will be made for allowable actual service delivery costs per the approved budget categories.
- 4.15 Payment is subject to appropriate and accurate documentation relating directly to the delivery of services under this Agreement. Training and/or services under any other Agreement or from any other source are not eligible for payment under this Agreement.
- 4.16 Payments to Sub-Recipient will be made by check and mailed to:
Educational Data Systems Incorporated
15300 Commerce Drive N.
Suite 200
Dearborn, MI 48120
- 4.17 CSHP Finance shall review all Monthly Request for Payment submitted by Sub-Recipient and shall pay Sub-Recipient for all costs that are approved and not subject to dispute within 30 days of the receipt of the Sub-Recipient's invoice.
- 4.18 If CSHP Finance disputes a cost contained in the Monthly Request for Payment, the Sub-Recipient shall be promptly notified of the disputed cost and the parties shall endeavor to resolve the matter. Any disputed cost shall remain unpaid until resolved by the parties, but all remaining undisputed costs shall be paid within 30 days of the receipt of the Sub-Recipient's invoice.

Indirect Costs

- 4.19 Indirect Costs. Indirect costs may not exceed 10% of direct expense. Sub-Recipient's indirect costs are for the overall administration, management, and operation of the contracted services to ensure all corporate personnel, systems, and processes are performing at the highest level, continually improving and consistent with EDSI's mission and values. These indirect costs include but are not limited to:
 - o legal assistance for document preparation and contract reviews, ISO management, IT activities,
 - o 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.
 - o 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.

- 4.20 Sub-Recipient shall utilize a cost allocation methodology which assures that CSHP is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Agreement.
- 4.21 Sub-Recipient's cost allocation plan shall be provided to CSHP.
- 4.22 Sub-Recipient may use federal funds to pay for indirect costs. If Sub-Recipient has not received a federally negotiated cost rate, a de minimis rate of 10% of its modified total direct costs (MTDC) may be used indefinitely. 10% de minimis indirect cost rate is the federally recognized rate that non-Federal entities may use to recover allowable indirect costs.
- 4.23 Sub-Recipient has opted to use 10% de minimis as its indirect cost rate.

Interest and Program Income

- 4.24 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.
- 4.25 Sub-Recipient shall account for program income in accordance with the terms of the contracted services.

Audit Requirements

- 4.26 The services delivered under this Agreement are considered sub-recipient services and require compliance with audit requirements for federal funds required by 2 CFR 200.501.
- 4.27 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.
- 4.28 Sub-Recipient must submit a copy of their compliance audit report each year as required by 2 CFR 200.501 within thirty (30) calendar days after its receipt by the Sub-Recipient but not later than nine (9) months after the end date of this Agreement.

Internal Financial Controls

- 4.29 Sub-Recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. Sub-Recipient shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSHP under this Agreement.
- 4.30 Sub-Recipient will maintain separate accounting records for all funds expended under the Agreement and shall track costs in sufficient detail to determine compliance with applicable laws and

regulations. All expenditures shall be allowable, allocable, necessary and reasonable for proper and efficient operation of the program under the appropriate funding source administered.

Salary and Bonus Limitations

- 4.31 The Sub-Recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals funded under this Agreement. The law sets the limit on salaries and bonuses at a rate equivalent to no more than Executive Level II. A salary table providing this rate is listed on the Federal Office of Personnel Management Web site www.opm.gov under Salaries and Wages. These levels and the website are updated and adjusted annually.
- 4.32 Annually, the Sub-Recipient shall certify to CSHP 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 CSHP.

Disallowed and Questioned Costs

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

ARTICLE V PERFORMANCE

General

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

Reporting

- 5.4 The Sub-Recipient will submit reporting, as outlined below, containing data that summarizes relevant programmatic benchmarks.
- 5.5 Monthly Report will be due by the 10th day of the following month. If the 10th falls on weekend or holiday, it will be due the first business day after the 10th. The monthly report will contain the following elements and, in the format, as noted in the template:

5.6 Quarterly Reports

Program Year Quarter	Reporting Period	Reports Due By
1 st Quarter	7/1- 9/30	October 11 th
2 nd Quarter	10/1-12/31	January 10 th
3 rd Quarter	1/1-3/31	April 11 th
4 th Quarter	4/1-6/30	July 11 th

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

5.7 Required Reporting:

5.7.1 Committee and Board Reports

- 5.7.1.1 Prepare One-Stop Operator Informational Report providing a status update on the scope of work in the Agreement for CSHP Committee(s) and Board of Directors meetings.
- 5.7.1.2 Provide update during CSHP Committee(s) as requested by CSHP Leadership or Board.
- 5.7.1.3 Attend CSHP Committee(s) and Board of Directors meetings either in person or virtually.

5.8 Provide Monthly Reports for One-Stop Operator activities and oversight:

- 5.8.1 Active list of all One-Stop Partners with brief description of Partner agency
- 5.8.2 Provide a plan for One-stop Partner development and report monthly engagement of new One-stop Partners seeking an annual increase of 15% in partners.
- 5.8.3 Identify gaps in service delivery within the system for job seekers and employers to propose additional Partner development to fill identified gaps.
- 5.8.4 Monthly Referral report from the CSHP One-Stop Portal which tracks and demonstrates an annual increase of 15% in partner referral rate.
- 5.8.5 Customer Satisfaction reports
 - 5.8.5.1 Job Seeker Satisfaction report with analysis
 - 5.8.5.2 Job Seeker Survey data supporting the Monthly Satisfaction report
 - 5.8.5.3 Employer Satisfaction report with analysis
 - 5.8.5.4 Employer Survey data supporting the Monthly Satisfaction report

5.9 Provide Quarterly Report of Partner meetings and activities:

- 5.9.1 Narrative report providing highlights of OSO Partner Meetings
- 5.9.2 Provide a quarterly Newsletter with highlights of CSHP and Partner activities during the quarter.

5.10 Provide Quarterly Report summarizing how customer access has been provided through the career center for each mandatory partner program or activities that is not co-located at the career center.

5.11 Expand Service Delivery to Diverse and Targeted Populations

- 5.11.1 Develop a comprehensive plan of expanded outreach in partnership with CSHP to expand engagement of diverse and targeted populations of job seekers.
- 5.11.2 Develop a service delivery plan targeting expanded populations of job seekers and businesses.

5.12 Provide quarterly report to promote continuous Improvement to align and integrate systems and processes

5.13 Provide input to Board on quarterly basis on process inefficiencies/bottlenecks as identified by one-stop partners, along with recommendations to Board on changes in processes .

5.14 Provide quarterly report of technology-enabled solutions to address

- 5.15 Expand contact center for both CSHP and related essential partners to support programs and efforts.
- 5.16 Ensure increase in technology is based upon employee needs and participant needs, ensure high level of mastery and competency of use.

Note: Additional reporting elements may be requested as determined necessary by CSHP.

ARTICLE VI CONTRACT CLOSEOUT

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

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

- 6.2 Upon termination or expiration of this Agreement, CSHP must:
 - 6.2.1 Reconcile cost and payments
 - 6.2.2 Reconcile performance goals with actual performance
 - 6.2.3 Prepare closeout documents
- 6.3 The Sub-Recipient, upon final payment of amounts due under this Agreement, less any credits due to CSHP, shall release and discharge CSHP from any financial claims arising from this Agreement.

ARTICLE VII SUBCONTRACTS

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

ARTICLE VIII TERMINATION

- 8.1 Termination for Convenience: CSHP may terminate this Agreement for any reason in its sole discretion upon thirty (30) days prior written notice to the Sub-Recipient, or such shorter period as may be mutually agreed to by the Sub-Recipient and CSHP. Sub-Recipient will be entitled to receive compensation for services performed in accordance with conditions set forth herein through the date of termination. However, CSHP shall not be liable for any expenses incurred by the Sub-Recipient after the effective date of termination of the Agreement or any Amendment hereto.
- 8.2 Termination due to lack of funds: CSHP may immediately terminate this Agreement if for any reason the federal or state funds through which this Agreement is financed are reduced, suspended or terminated, in whole or in part.

- 8.3 Termination for breach: CSHP may terminate this Agreement at any time for any of the following reasons:
- 8.3.1 Sub-Recipient has failed to provide the services Sub-Recipient has contracted to provide; or
 - 8.3.2 Sub-Recipient has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto; or
 - 8.3.3 Sub-Recipient fails to perform in whole or in part under this Agreement or fails to make sufficient progress to endanger performance of Sub-Recipient's obligations to operate the contracted for programs; or
 - 8.3.4 Sub-Recipient has failed to comply with the Federal, State or Local grant requirements and or regulations regarding this Agreement or any amendment hereto; or,
 - 8.3.5 Sub-Recipient has failed to take corrective action as described in this Agreement, or
 - 8.3.6 If Sub-Recipient takes any action which in the opinion of the CEO, the CSHP Board, the State, or Federal Government jeopardizes the program, or the funds made available under this Agreement.
 - 8.3.7 In the event the Sub-Recipient is given notice that it is in breach of this Agreement, it shall have thirty (30) days from receipt to cure such breach. On the failure to cure, CSHP may terminate this Agreement.
- 8.4 Suspension and Termination for Cause. If CSHP elects to terminate this Agreement under the provisions set forth in this section 8.3, CSHP may immediately suspend the Agreement and refuse any payments due the Sub-Recipient for services rendered subsequent to the date of notice of suspension. The Sub-Recipient shall be notified in writing of CSHP's suspension and/or of CSHP's termination of the Agreement. If, in its sole discretion, CSHP, grants leave to correct the problem, then Sub-Recipient shall have ten (10) working days in which to respond with a corrective action plan. Failure to respond with a corrective action plan acceptable to CSHP shall result in a termination notice to Sub-Recipient effective from the time of the original suspension.
- 8.5 Suspension of Payments. CSHP may immediately suspend payment to Sub-Recipient at any time that CSHP has sufficient cause to seek termination of this Agreement as described in this Article VIII. If CSHP, in its sole discretion, grants the Sub-Recipient the opportunity to correct the problem, then suspension of payments shall remain in effect until CSHP determines the problem has been resolved and the program continues, or until CSHP terminates the Agreement, at which time no payments will be made for costs incurred after the date of the original suspension.
- 8.6 Payments Due Sub-Recipient. In the event of a termination, the Sub-Recipient shall be paid for services rendered up to the date of termination. However, from the amount due there shall be deducted:
- 8.6.1 All advances or other payments on account made to the Sub-Recipient which is applicable to the terminated portion of this Agreement; and
 - 8.6.2 Any claim which CSHP may have against the Sub-Recipient in connection with this Agreement or any other prior Agreement; and
 - 8.6.3 The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Recipient or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSHP; and
 - 8.6.4 any outstanding questioned or disallowed costs attributable to the Sub-Recipient arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Sub-Recipient had with CSHP.
 - 8.6.5 If a termination under this Agreement is partial, prior to the settlement of the terminated portion of this Agreement, the Sub-Recipient may file with CSHP a request in writing for an

equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement.

ARTICLE IX INDEPENDENT CONTRACTOR

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

ARTICLE X INDEMNIFICATION AND HOLD HARMLESS

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

ARTICLE XI RIGHTS AND REMEDIES NOT WAIVED

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

ARTICLE XII APPLICABILITY OF GOVERNING LAWS

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

ARTICLE XIII MONITORING

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

ARTICLE XIV ENFORCEMENT OF AGREEMENT TERMS

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

ARTICLE XV AMENDMENTS

- 15.1 Request to Amend. If either Sub-Recipient or CSHP wishes to modify, change, or amend this Agreement, other than as has been described elsewhere in this Agreement, the proposed changes shall be submitted in writing to the other party in accordance with the Notice section under this Agreement. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by Sub-Recipient and CSHP.
- 15.2 CSHP's Unilateral Rights to Amend. Sub-Recipient understands and agrees that CSHP may unilaterally amend this Agreement to conform to changes in any Federal or State Statute, regulation, or policies, which are applicable to the program, funded by this Agreement or any Amendment hereto.

ARTICLE XVI GOVERNANCE, RESPONSIBILITIES AND TRANSPARENCY

- 16.1 Universal Identifier and System for Award Management. The Sub-Recipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with the provisions of the Federal

Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.

- 16.2 In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Sub-Recipient knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Sub-Recipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.

ARTICLE XVII PRIOR AGREEMENTS

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

ARTICLE XVIII CONTRACT PROVISIONS AND ASSURANCES

Provisions Incorporated by Reference

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

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

Federal Registrar
Florida Statutes

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Parts 200 and 2900, et al.)
- Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, et seq.) and associated Final Rules
- Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.")
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c).
- Davis-Bacon Act, as amended (40 U.S.C.276a to a-7).
- Contract Work Hours and Safety Standards Act (40 U.S.C. § 327–333).
- Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended
- Debarment and Suspension (EO 12549 and 12689)
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)
- Trafficking Victims Protection Act of 2000 (2 CFR 175)
- Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)

- Hatch Act (5 USC 1501-1508 and 7328)
- Age Discrimination Act of 1975 as amended, (42 U.S.C. 6101, et seq. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C.9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.)
- American with Disabilities Act of 1990, as amended. (42 USC, 126 and 47 USC, 5, and Public Law 101-336)
- Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance (42 USC 9849)
- Title III of the Americans with Disabilities Act of 1990, as amended. (42 U.S.C. 12181 et seq. and Public Law 101-336)
- Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
- Section 188 Workforce Innovation and Opportunity Act of 2014 (WIOA) (29 CFR 37)
- Environmental Tobacco Smoke (Part C of P.L. 103-227)
- Purchase of American-Made Equipment and Products (P.L. 103-333 §507)
- Public Announcements and Advertising (P.L. 103-333 §508); Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505)
- Office of Management and Budget (OMB) Circular
- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)
- Codes of Conduct (29 CFR 95.42)
- Lobbying (216.347, F. S., 29 CFR 93.100)
- Confidential Records (119.021, F.S.); Retention requirements for records (2 CFR 200.334); Access to records (2 CFR 200.337)
- Domestic Preferences for Procurement. 2 CFR § 200.322
- Prohibition on certain telecommunications and video surveillance services or equipment. 2 CFR § 200.216
- Education Amendments of 1972 Title IX as amended (20 U.S.C. 1681 et. seq) doyles@careersourceti
- Statutory and national policy requirements. 2 CFR § 200.300. Pursuant to EO 13798 Promoting Free Speech and Religious Liberty and EO 13864 Improving Free Inquiry, Transparency, and Accountability at College and Universities.
- Public entity crime (F.S. 287.133)
- Discriminatory vendor list (F.S. 287.134)

Assurances

18.2 By signing this agreement, Sub-Recipient assures that it will comply fully with the with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

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

- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs.

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

ARTICLE XIV AUTHORITY AND SIGNATURES

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

19.2 Without regard to the date of the signatures, the period of the Agreement is July 1, 2024, and ending June 30, 2025, unless otherwise terminated by action of law or amended pursuant to the provisions of these plans. The parties hereto, intending to be legally bound, have entered into this Agreement, on the date set forth above.

EDUCATIONAL DATA SYSTEMS INCORPORATED



Kevin B. Schnieders, President and CEO

October 1, 2024

Date

TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE HILLSBOROUGH PINELLAS



[Sheila Doyle \(Oct 1, 2024 14:35 EDT\)](#)

Sheila Doyle, Co-Interim CEO & CFO

10/01/2024

Date