



Wednesday, July 1, 2020 4:00 PM  
ZOOM Meeting

## Special Executive Committee Agenda

- I. **Welcome and Roll Call** ..... Ben Hom, Chair
- II. **Public Comments**
- III. **Action Item**
  - 1. Approval of Contract:  
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- IV. **Future Business**
- V. **Adjournment**

**Next Executive Committee Meeting August 20, 2020**





## **Action Item # 1**

### **Approval of Contract: Educational Data Systems, Inc.**

#### **Background:**

Hillsborough County received funds pursuant to the Corona Virus Relief Fund and is utilizing a portion of the funds to provide short-term occupational skills training and work-based learning opportunities to the residents of Hillsborough County who are in need of such services and have been economically injured by the COVID-19 pandemic. Hillsborough County has determined that the best interests of its citizens would be to deliver those services through CareerSource Tampa Bay. As such, Hillsborough County entered into an agreement with CareerSource Tampa Bay, effective June 3, 2020, to cover services provided through December 30, 2020.

In order to effect immediate deployment of services to those Hillsborough County residents that have been economically injured due to COVID-19, at the June 18, 2020 Executive Committee meeting, CareerSource Tampa Bay obtained approval to proceed with Emergency procurement procedures and enter into contract negotiations with Educational Data Systems, Inc.

#### **Action:**

CareerSource Tampa Bay desires to enter into the attached contract with Educational Data Systems, Inc. (EDSI) for services through December 31, 2020. CareerSource Tampa Bay shall serve as the fiscal and administrative entity with EDSI providing overall program management and serving as the employer of record for paid work experience opportunities.

#### **Recommendation:**

Staff recommends approval of the attached contract with EDSI.



**AGREEMENT**

**BY AND BETWEEN**

**TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A  
CAREERSOURCE TAMPA BAY  
A Florida Non-Profit Corporation**

**AND**

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

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**THIS AGREEMENT** (“Agreement”) is made and entered into by and between **TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE TAMPA BAY**, a Florida Non-Profit Corporation, existing under the laws of the State of Florida, headquartered at 4902 Eisenhower Blvd. Suite 250, Tampa, Florida 33634 (“CareerSource Tampa Bay”), and **EDUCATION DATA SYSTEMS, INC.**, a Michigan Subchapter S Corporation, headquartered at 15300 Commerce Dr. North, Suite 200, Dearborn, Michigan 48120 (“Contractor”). The foregoing entities individually are sometimes referred to herein as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, the United States Government enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to respond to the COVID-19 outbreak and its impact on the economy, public health, state and local governments, individuals and businesses. CARES Act; P.L. 116-136 created the Corona Virus Relief Fund which provided \$150 billion in direct assistance to domestic governments.; and,

**WHEREAS**, Hillsborough County, a political subdivision of the State of Florida (the County), received funds pursuant to the Corona Virus Relief Fund and is utilizing a portion of the funds to provide short-term occupational skills training and work-based learning opportunities to the residents of Hillsborough County who are in need of such services and have been economically injured by the COVID-19 pandemic (“COVID-19 Job Training and Placement Relief Program”); and,

**WHEREAS**, the County has determined that it would be in the best interests of its citizens to deliver the COVID-19 Job Training and Placement Relief Program through CareerSource Tampa Bay; and,

**WHEREAS**, the County entered into an agreement with CareerSource Tampa Bay, effective June 3, 2020, for delivery of the COVID-19 Job Training and Placement Relief Program through December 30, 2020; and,

**WHEREAS**, CareerSource Tampa Bay, in order to effect immediate deployment of the COVID-19 Job Training and Placement Relief Program to those Hillsborough County residents that have been economically injured due to COVID-19, obtained approval from the CareerSource Tampa Bay Board of Directors to utilize Emergency procurement procedures and enter into contract negotiations with Educational Data Systems, Inc. (“Contractor”) whereby CareerSource Tampa Bay shall serve as the administrative and fiscal entity of the COVID-19 Job Training and Placement Relief Program and the Contractor will provide overall program management and serve as the employer of record for paid work experience under this Agreement; and,

**WHEREAS**, the Contractor acknowledges that it must follow all guidance and requirements of the federal government regarding the use of CARES Act Funding; and,

**WHEREAS**, the Contractor acknowledges that it has a working knowledge of the CARES Act Funding, applicable Federal Legislation and rules or regulations of the State of Florida and Local laws that is necessary to perform the services under this Agreement; and

**WHEREAS**, this Agreement shall inure to the mutual benefit of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CareerSource Tampa Bay and the Contractor agree as follows:

### Recitals

The aforesaid recitals are true and correct and are incorporated herein by reference.

### Scope of Service

The Contractor shall provide the staff and resources needed for delivery of these services as described in Exhibit “A”, Scope of Services, attached hereto and incorporated herein by reference.

### Term of Agreement

This Agreement shall be effective upon execution by both Parties and shall cover services provided from the effective date of this agreement, until December 30, 2020 (“Term”), unless sooner terminated in accordance with this Agreement.

### Fiscal Management

General Terms. All costs incurred shall be reasonable and necessary for the Contractor’s performance of services as described herein. For its performance under this Agreement as provided for in Exhibit A - Scope of Services, and other applicable terms of this Agreement, the Contractor will receive funds from CareerSource Tampa Bay, as full compensation for all work done, materials furnished and costs and expenses incurred by the Contractor in an amount not to exceed \$2,925,433.96 for the term, unless otherwise authorized by CareerSource Tampa Bay in a written modification to this Agreement.

Notwithstanding the foregoing, if the Contractor fails to submit proper Request for Payment Forms totaling the funded amount for such period, then, any remaining portions thereof which CareerSource Tampa Bay has not provided to the Contractor shall not be available.

Payments Limited to the Program and Budget. All cost-reimbursement payments provided for in this Agreement shall be limited to the Budget as provided for in Exhibit B - Budget will be made in accordance with the procedures specified in Exhibit C - Method of Payment, and Exhibit D - Request for Payment Form, all of which are attached hereto and incorporated herein by reference. The Contractor shall submit program performance report(s) in accordance with Exhibit E - Program Performance Report, attached hereto and incorporated herein by reference, with all payment requests.

Compliance with Cares Act. The Contractor acknowledges that CareerSource Tampa Bay intends to utilize the CARES Act Funding to make cost reimbursement payments to the Contractor for the services described in Exhibit “A”, Scope of Services, and further acknowledges that the CARES Act Funding may be utilized only for the uses authorized by the CARES Act. Accordingly, the Contractor covenants that the services to be provided by the Contractor pursuant to this Agreement will be limited to only those services for which the CARES Act Funding may be utilized under the CARES Act.

### Provision Regarding Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor is acting on behalf of CareerSource Tampa Bay as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor. As stated below, the Contractor may contact the CareerSource Tampa Bay with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. CareerSource Tampa Bay cannot provide the Contractor advice regarding its legal rights or obligations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CAREERSOURCE TAMPA BAY AT:

- i) 813-397-2064
- ii) munroa@careersourcetb.com
- iii) Anna Munro, Director of Fiscal Compliance, 4902 Eisenhower Blvd., Suite 250, Tampa, FL 33634

If under this Agreement, the Contractor is providing services and is acting on behalf of CareerSource Tampa Bay as provided under section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

- i) Keep and maintain public records required by CareerSource Tampa Bay to perform the services.
- ii) Upon request from CareerSource Tampa Bay, provide CareerSource Tampa Bay 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 Chapter 119 Florida Statutes 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 the Agreement term and following completion of the Contract if the Contractor does not transfer the records to CareerSource Tampa Bay.
- iv) Upon completion of the Agreement, transfer at no cost to CareerSource Tampa Bay, all public records in possession of the Contractor or keep and maintain public records required by CareerSource to perform the service. If the Contractor transfers all public records to CareerSource Tampa Bay upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Tampa

Bay, upon request, in a format that is compatible with the information technology systems of CareerSource Tampa Bay.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by CareerSource Tampa Bay.

#### Maintenance and Review of Records

The Contractor and its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts pertaining to such services, including but not limited to property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CARES Act Funding, which among other things, shall enable ready identification of the Contractor's cost of goods and use of funds, for a period of six (6) years from the date of final payment of such funds to the Contractor, or its subcontractors, as applicable, under this Agreement or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such six-year or longer period is hereinafter referred to as the "Audit Period"). CareerSource Tampa Bay, the County, the Clerk of the Circuit Court and the County Internal Auditors and its authorized agents shall have the right, and the Contractor, and its subcontractors, as applicable, will permit CareerSource Tampa Bay and the County and its authorized agents, including but not limited to, the County Internal Auditor and the Clerk of the Circuit Court, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to CareerSource Tampa Bay and the County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as CareerSource Tampa Bay and the County may deem necessary during the Audit Period. CareerSource Tampa Bay and the County's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The Contractor shall insure that any such subcontractor shall recognize CareerSource Tampa Bay and the County's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the Contractor under this Agreement. If an audit is begun by CareerSource Tampa Bay or the County or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This section shall survive the expiration or earlier termination of this Agreement.

#### Indemnification

To the extent not otherwise limited by applicable law, the Contractor shall indemnify, hold harmless, and defend CareerSource Tampa Bay 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 Agreement or applicable law by the Contractor, 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 CareerSource Tampa Bay 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 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.

#### Equal Opportunity: Non-Discrimination Clause

The Contractor shall also comply with the requirements of Exhibit G, all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to equal opportunity and discrimination, as amended and supplemented. All of the aforementioned exhibit, laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

#### Political Endorsement Prohibition

The Contractor shall not engage, participate or intervene in any form of political activities or campaign on behalf of, or in opposition to, any candidate for public office.

#### Conflict of Interest

The Contractor represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

The Contractor warrants to CareerSource Tampa Bay that no gifts or gratuities have been or will be given to any CareerSource Tampa Bay employee or agent, either directly or indirectly, in order to obtain this Agreement.

#### Compliance With Applicable Laws

The Contractor shall comply with the requirements of all applicable federal, state and local laws and the guidelines, rules and regulations promulgated thereunder including, but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, and specifically including, but not limited to the CARES Act.

#### Drug Free Workplace

The Contractor shall administer, in good faith, a policy designed to ensure that the Contractor is free from the illegal use, possession, or distribution of drugs or alcohol.

#### Public Entity Crimes

The Contractor hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. The Contractor also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

### Termination of Agreement

In addition to the exercise of any other remedies available to it at law or in equity, CareerSource Tampa Bay may terminate this Agreement for the Contractor's non-performance, as solely determined by CareerSource Tampa Bay, upon no less than seven (7) days written notice to the Contractor.

CareerSource Tampa Bay also may terminate this Agreement without cause upon fifteen (15) days prior written notice to the Contractor. In the event of termination by CareerSource Tampa Bay hereunder, the Contractor shall not incur any new obligations after notification of the effective date of termination. CareerSource Tampa Bay shall pay the Contractor for services undertaken by the Contractor prior to the effective date of the termination. Any costs incurred by the Contractor after the effective date of the termination will not be reimbursed.

### Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

### Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

### Order of Precedence

In the event of any conflict between the provisions of this Agreement and the Exhibits, then the provisions of the Agreement shall take precedence over the provisions of the Exhibits.

### Governing Laws; Venue

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

### Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

### Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

### Third Party Beneficiaries/Independent Contractor

This Agreement is for the benefit of CareerSource Tampa Bay and the Contractor. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The Contractor acknowledges and agrees that it is acting as an independent contractor

in performing its obligations hereunder and not as an agent, officer or employee of CareerSource Tampa Bay.

#### Modifications

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement only may be amended or extended by a written instrument executed by the CareerSource Tampa Bay and the Contractor expressly for that purpose.

#### Assignment

This Agreement may not be assigned or subcontracted in whole or in part without the prior written consent of CareerSource Tampa Bay.

#### Notices

All notices required or permitted to be given by a party under this Agreement shall be in writing and be sent to the other party by United States certified mail, return receipt requested, overnight delivery service or personal delivery with signature verification, and shall be addressed as follows:

**A. CAREERSOURCE TAMPA BAY:**

Mr. John Flanagan, CEO  
CareerSource Tampa Bay  
4902 Eisenhower Boulevard, Suite 250  
Tampa, Florida 33634  
Telephone: (813) 397-2024  
Email: [flanaganj@careersourcetampabay.com](mailto:flanaganj@careersourcetampabay.com)

**B. CONTRACTOR**

Roe Falcone, Regional Director of Operations  
Educational Data Systems, Inc.  
15300 Commerce Dr. North, Suite 200  
Dearborn, Michigan 48120  
Telephone: (215) 796-2160  
Email: [RFalcone@edisolutions.com](mailto:RFalcone@edisolutions.com)

Any notice sent in accordance with this section shall be deemed given two (2) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this section shall be deemed acceptance of such notice by such party. Either party may change its notice address at any time by providing to the other party a notice of that change sent in conformance with the requirements of this section.

#### Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event funding to this Agreement is reduced, unavailable, or are subsequently determined not to be eligible to fund this Agreement, including, but not limited to, federal or state funds, CareerSource Tampa shall notify the Contractor

of such occurrence, and CareerSource Tampa Bay may terminate this Agreement, without penalty or expense to CareerSource Tampa Bay, upon no less than twenty-hours (24) hours written notice to the Contractor. CareerSource Tampa Bay shall be the final authority as to the availability of funds and how available funds will be allotted. CareerSource Tampa Bay shall pay the Contractor for services rendered by the Contractor prior to the effective date of termination. Any costs incurred by the Contractor after the effective date of termination will not be reimbursed.

#### Insurance

The Contractor shall procure and maintain throughout the Term of this Agreement, on behalf of itself and CareerSource Tampa Bay, the insurance specified on, and as required by, Exhibit “F”, Insurance Requirements, attached hereto and incorporated herein by reference, and as stated below in this section. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Contractor shall ensure that CareerSource Tampa Bay is named as additional insured parties as to the actions of the Contractor, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Contractor during the performance of this Agreement, on (1) all auto liability policies and general liability policies required to be obtained by the Contractor pursuant to this Agreement, and (2) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies also shall contain a Severability of Interests provision. Every insurance policy must provide for thirty (30) days prior written notice to CareerSource Tampa Bay of any cancellation, intent not to renew, or reduction in the policy coverage. A current certificate of insurance meeting CareerSource Tampa Bay requirements is required before payment.

#### Electronic Signatures Authorized

The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes.

#### Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

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**AUTHORITY AND SIGNATURE**, the individuals signing have the authority to commit their respective organization to the terms of this Agreement and do so by signature below.

**CONTRACTOR: EDUCATION DATA SYSTEMS, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Kevin B. Schnieders  
Title: CEO

**TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A  
CAREERSOURCE TAMPA BAY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Sean Butler  
Title: Board Chair

DRAFT

## EXHIBIT A - SCOPE OF SERVICES

**CONTRACTOR:** Education Data Systems, Inc (EDSI)

**PROGRAM:** COVID-19 Job Training and Placement Relief Program (the Program)

**PRIMARY GOAL:** To provide overall program management for the delivery of workforce reemployment and retraining programs for dislocated, unemployed and under-employed Hillsborough County residents and businesses that suffered economic injury due to the COVID-19 outbreak with emphasis on placement of residents into employment.

### **PART I – Scope of Services**

EDSI, hereinafter referred to as “Contractor”, will provide the staff and resources needed for delivery of this Program to increase the ability of residents to improve their employability by providing training assistance, paid work-based learning opportunities and a retention incentive to businesses.

The Program includes the following approved Scope of Services on which CareerSource Tampa Bay reimbursement is based:

#### **Project Management Staff:**

- 1 Project Manager (.50 FTE) to provide leadership and coordination of the program.
- 1 Project Coordinator (.50 FTE) to assist with oversight of day-to-day operations and provide:
  - Functional supervision of 5 CareerSource Tampa Bay Career Coaches – Career Coaches will conduct eligibility, onboarding, and assist jobseekers with documentation.
  - Functional supervision of 5 CareerSource Tampa Bay Work based learning team comprised of business services staff that will work with local businesses and support them throughout their Work Based Learning experiences.
- 1 Training Coordinators (.50 FTE) to assist with recruitment and enrollment with local training provider.
- 2 Customer Service Representatives (1 at .50 FTE and 1 at .42 FTE) to support the Call Center and prescreen jobseekers.
- 1 Quality Control Coordinator (.50 FTE) to oversee performance numbers related to invoicing and prescribed performance goals for the program. Also responsible for the integrity of the participant file folders.
- 1 Payroll Specialist (.25 FTE) to provide in-depth data input and analysis to generate bi-weekly payroll for the program.
- 1 Project Accountant (.50 FTE) to provide finance support and, ensure accuracy of invoicing.
- Continuous Improvement Team – The team is comprised of subject matter experts (SMEs) in all workforce operational areas. Collectively know as the Continuous Improvement Team, the SMEs allow the Contractor to draw upon the resources of its corporate office, leadership teams and network of specialized professionals to seamlessly transition into a new location without any interruption to program customers. The Contractor will leverage the knowledge and expertise of their tenured workforce SMEs for program operations, process mapping, and position specific best practices that includes but is not limited to:
  - Technical support to setup the call center
  - Train call center staff on phone script
  - Support the development of process flows for the program

## Deliverables:

- Planning and development activities (to ensure expectations for the start-up of the program are met):
  - Allowability of expenditures and deliverables – The Contractor will ensure program expenditures are allowable and deliverables are achieved.
  - Capacity building – The Contractor will recruit internally and leverage subject matter experts (SMEs) to begin program implementation quickly and efficiently.
  - Staff expansion and training – The Contractor will develop training in partnership with CareerSource Tampa Bay for the following:
    - Guidelines, process flows, documentation
    - Customization of all forms and process flows
    - Scripts and talk tracks for all positions
  - Meet with key stakeholders to develop partnerships and program partners and in partnership with CareerSource Tampa Bay and conduct meetings with all key stakeholders. The Contractor will schedule check-in meetings to update CareerSource Tampa Bay staff on project status.
- Program Management
  - Oversee staff and day-to-day program operations – The Program Manager and Program Coordinator will work in partnership to provide functional supervision of staff as defined herein and day-to-day program operations. Oversight will include daily check-ins with CareerSource Tampa Bay staff, weekly direct report meetings, functional supervision of staff as described herein, review of performance benchmarks, customer satisfaction, and with a focus on continuous improvement.
  - The Contractor will work collaboratively with CareerSource Tampa Bay to recruit eligible for-profit employers for Work Based Learning employment opportunities. The Contractor will consider multiple variables such as current industry demand as well as the creation of a pipeline report from training providers to employers.
  - The Contractor will serve as the Employer of Record and utilize a staffing agency for the Work based learning program. Accordingly, the Contractor will be responsible for all aspects of the payroll function that includes but is not limited to processing and distributing payments directly to the participant for the work experience program. The staffing agency shall onboard through a paperless system that helps track hours, as well as process payroll.
  - Short Term Occupational Skills Certification and Training - CareerSource Tampa Bay's Career Coaches and the Contractor's Training Coordinator will collaborate to recruit and enroll participants interested in training utilizing CareerSource Tampa Bay's internal system, Microix.
  - Contractor Staff will be familiar with the CareerSource Tampa Bay Eligible Training Provider List (ETPL) and promote these trainings accordingly. In addition, if Contractor staff becomes aware of a potential new training provider they will bring all pertinent information to CareerSource Tampa Bay for approval. The Contractor will obtain all necessary documentation for enrollment and coordinate start dates with training providers.
  - Serve as the first point of contact for residents and businesses – In order, to serve the residents and businesses, the Contractor will utilize a call center dedicated to this project. The Call Center will be operated by the Contractor's Customer Service Representatives (CSRs). The CSRs will provide personal attention to each caller to address the needs of individuals looking for training and employers seeking resources. The Call Center launch will include scripts and guidelines for tracking data and participants.

- Facilitate contracts related to Program implementation – The Contractor will facilitate contracts with training providers and employers as it pertains to programmatic regulations and submit to CareerSource Tampa Bay for final review, approval and payment.
- Provide centralized operations and procedures for delivery of services – As an ISO 9001 certified company, the Contractor will ensure process flows and procedures for all aspects of the program are consistently implemented. EDSI will leverage existing process flows and make adjustments to meet the needs of this program.
- Submit reimbursement requests – The Contractor will have a dedicated Project Accountant who will track spending and submit timely reimbursement requests.
- Submit performance reports as described in Exhibit E – Performance.

The Contractor shall maintain the necessary back-up information to document the delivery of the services. A Program Performance Report is to be submitted with each Request for Payment. The Program Performance Report must provide the project details for each period to document the progress in delivering the services and include: the project detail report, the list of participants served, participants home addresses, employer name and address, and amount paid to each participant.

A Final Program Performance Report is due within thirty (30) days after the end of the Term, summarize the results and outlining the accomplishments of the Program over the Term.

## **PART II – Total Consideration**

For its performance under this Agreement, the Contractor will receive funds from CareerSource Tampa Bay in an amount not-to-exceed \$2,925,433.96 during the Term on a cost-reimbursement basis. Notwithstanding the foregoing, if the Contractor fails to submit proper Request for Payment forms up to \$2,925,433.96 for the Term of this Agreement, then, any remaining portions thereof which CareerSource Tampa Bay has not disbursed to the Contractor shall not be available for funding.

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EXHIBIT B - BUDGET

**CONTRACTOR:** Education Data Systems, Inc (EDSI)

**PROGRAM:** COVID-19 Job Training and Placement Relief Program (the Program)

BUDGET CATEGORIES	Salary	FTE	TOTAL APPROVED BUDGET
<b>Salaries and Fringe</b>			
Project Manager	\$ 85,000.00	0.50	\$ 42,500.00
Project Coordinator	\$ 65,000.00	0.50	\$ 32,500.00
Training Coordinator	\$ 50,000.00	0.50	\$ 25,000.00
Customer Service Representative	\$ 50,000.00	0.50	\$ 25,000.00
Customer Service Representative	\$ 50,000.00	0.42	\$ 20,833.35
Quality Control Coordinator	\$ 60,000.00	0.50	\$ 30,000.00
Payroll Specialist	\$ 50,000.00	0.25	\$ 12,500.00
Project Accountant	\$ 55,000.00	0.50	\$ 27,500.00
Continuous Improvement Team	\$104,347.83	0.46	\$ 48,000.00
Total Salaries			\$ 263,833.35
Fringe @ 29.34% (Payroll taxes, Unemployment, Workers Comp)			\$ 77,408.70
<b>Total Salaries and Fringe</b>			<b>\$ 341,242.05</b>
<b>Operating Expense</b>			
Local Travel			\$ 2,000.00
Long Distance Travel			\$ 25,000.00
Allworks Phone			\$ 1,200.00
Consumable Supplies			\$ 1,200.00
Remote Technology Fees and Subscriptions (Zoom, GoToMeeting, GoToWebinar, Adobe, NeoCertified, etc.)			\$ 15,000.00
Recruitment Events			\$ 3,000.00
<b>Total Operating Expense</b>			<b>\$ 47,400.00</b>
<b>Management Fee/Profit</b>			
10% Management Fee			\$ 38,864.21
5% Profit			\$ 19,432.10
<b>Total Management Fee and Profit</b>			<b>\$ 58,296.31</b>
<b>Participant Expenditures- Ascending Staff Co.</b>			
Paid Work Wages			\$ 2,000,400.00
Paid Work Fringe @18% (Payroll taxes, Unemployment, Workers Comp)			\$ 360,072.00
Ascend Admin (5%)			\$ 118,023.60
<b>Total Participant Costs</b>			<b>\$2,478,495.60</b>
<b>Total Contract Amount</b>			<b>\$2,925,433.96</b>

## EXHIBIT C - METHOD OF PAYMENT

**CONTRACTOR:** Education Data Systems, Inc (EDSI)

**PROGRAM:** COVID-19 Job Training and Placement Relief Program (the Program)

Funding in accordance with agreed to amounts will be made upon receipt of a completed Exhibit D - Request for Payment Form, and Exhibit E - Program Performance Report. No modifications to the Program Budget shall be funded unless prior written approval has been granted by the Chief Financial Officer. In no event, however, shall payments to the organization exceed \$2,925,433.96. However, all funding under this Agreement is subject to availability and the amount may be reduced. CareerSource Tampa Bay shall be the final authority as to the availability of funds and how available funds will be allotted. A current certificate of insurance meeting CareerSource Tampa Bay requirements is required before payment.

**Travel reimbursement is subject to Section 112.061, Fla. Stat. and as such must be reasonable and necessary and shall be preapproved by CareerSource Tampa Bay CEO in advance. Such reimbursements shall also be in compliance with all applicable federal and state requirements.**

Reimbursement requests may be submitted bi-weekly for paid work wages. All other costs may be submitted for reimbursement monthly.

Reimbursement requests shall include sufficient supporting documentation as described below:

<b>Budget Categories</b>	<b>Supporting documentation (includes but is not limited to the below)</b>
Salaries and Fringe (Payroll taxes, Unemployment, Workers Comp)	Payroll register, labor distribution report, personnel activity report, check stub
Travel, Phone, Supplies, Fees and Subscriptions, and Recruitment Events	Purchase order, invoice, contract, check, credit card statement, EFT, travel authorization/reimbursement, conference agenda
Participant expenditures: Ascending Staff Co.	Documentation to support wages (including fringe, ie, payroll taxes, Unemployment, Workers Comp) paid by participant for the applicable bi-weekly pay period and admin fee.

Payment of the request shall be made within fifteen (15) business days after approval of such request by CareerSource Tampa Bay.

CareerSource Tampa Bay's Fiscal Year commences on July 1<sup>st</sup> and ends on June 30<sup>th</sup> of the following calendar year. Invoices with supporting documentation for services delivered between July 1<sup>st</sup> and June 30<sup>th</sup> must be received no later than July 10<sup>th</sup> of each year to allow closeout CareerSource Tampa Bay's Fiscal Year.

No CareerSource Tampa Bay funds will be expended for the Contractor's purchase of equipment, food, beverages or entertainment costs, business memberships or for any event or client services conducted outside of Hillsborough County. CareerSource Tampa Bay funds shall only be used for

those purpose allowed under the CARES Act and as stipulated in Exhibit A – Scope of Services and Exhibit B – Budget.

With each request for payment the Contractor will provide a Performance Report that shall include the program detail report, the list of participants served, participants home addresses, employer name and address (if applicable), amount paid to each participant and other information identified in the agreed upon Exhibit A - Scope of Services.

[SPACE INTENTIONALLY LEFT BLANK]

**EXHIBIT D - REQUEST FOR PAYMENT FORM**

**CONTRACTOR:** Education Data Systems, Inc (EDSI)

**PROGRAM:** COVID-19 Job Training and Placement Relief Program (the Program)

REQUEST NUMBER: \_\_\_\_\_ MONTH: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

**FINANCIAL STATUS REPORT**

BUDGET CATEGORIES	Salary	FTE	TOTAL APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
				CURRENT REQUEST \$	YTD REQUESTS \$	
<b>Salaries and Fringe</b>						
Project Manager	\$ 85,000.00	0.50	\$ 42,500.00			
Project Coordinator	\$ 65,000.00	0.50	\$ 32,500.00			
Training Coordinator	\$ 50,000.00	0.50	\$ 25,000.00			
Customer Service Representative	\$ 50,000.00	0.50	\$ 25,000.00			
Customer Service Representative	\$ 50,000.00	0.42	\$ 20,833.35			
Quality Control Coordinator	\$ 60,000.00	0.50	\$ 30,000.00			
Payroll Specialist	\$ 50,000.00	0.25	\$ 12,500.00			
Project Accountant	\$ 55,000.00	0.50	\$ 27,500.00			
Continuous Improvement Team	\$ 104,347.83	0.46	\$ 48,000.00			
Total Salaries			\$ 263,833.35			
Fringe @ 29.34% (Payroll taxes, Unemployment, Workers Comp)			\$ 77,408.70			
<b>Total Salaries and Fringe</b>			<b>\$ 341,242.05</b>			
<b>Operating Expense</b>						
Local Travel			\$ 2,000.00			
Long Distance Travel			\$ 25,000.00			
Allworks Phone			\$ 1,200.00			
Consumable Supplies			\$ 1,200.00			
Remote Technology Fees and Subscriptions (Zoom, GoToMeeting, GoToWebinar, Adobe, NeoCertified, etc.)			\$ 15,000.00			
Recruitment Events			\$ 3,000.00			
<b>Total Operating Expense</b>			<b>\$ 47,400.00</b>			
<b>Management Fee/Profit</b>						
<b>10% Management Fee</b>			\$ 38,864.21			
<b>5% Profit</b>			\$ 19,432.10			
<b>Total Management Fee and Profit</b>			<b>\$ 58,296.31</b>			
<b>Participant Expenditures- Ascending Staff Co.</b>						
Paid Work Wages			\$ 2,000,400.00			
Paid Work Fringe @18% (Payroll taxes, Unemployment, Workers Comp)			\$ 360,072.00			
Ascend Admin (5%)			\$ 118,023.60			
<b>Total Participant Costs</b>			<b>\$2,478,495.60</b>			
<b>Total Contract Amount</b>			<b>\$2,925,433.96</b>			

I certify that the service covered by this request have been provided to CareerSource Tampa Bay in accordance with the terms and conditions of the Agreement and that the documentation provided in the attached Program Performance Report is true, accurate, and complete.

\_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E - PROGRAM PERFORMANCE REPORT**

**CONTRACTOR:** Education Data Systems, Inc (EDSI)

**PROGRAM:** COVID-19 Job Training and Placement Relief Program (the Program)

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

PERCENTAGE OF AGREEMENT COMPLETED \_\_\_\_\_%

- I. ACCOMPLISHMENTS:
- II. PROBLEMS:
- III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and year-to-date)

UNITS OF SERVICE PROVIDED	PROGRAM GOAL	REPORT PERIOD	TERM TO DATE	% OF GOAL COMPLETED
Program Prep and Launch	1	_____	_____	_____
Management & Administration	7	_____	_____	_____
Short Term Occupational Skills Certification/Training	1,000	_____	_____	_____
On-the-Job Training - Direct Placement	1,100	_____	_____	_____
On-the-Job Training - Retention Incentive	1,100	_____	_____	_____

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: With each Request for Payment the Contractor will provide a Program Performance Report that shall include the program detail report, the list of participants served, participants home addresses, employer name and address, amount paid to each participant and other information identified in the agreed upon Exhibit “A”, Scope of Services.

A Final Program Performance Report is due within thirty (30) days after the end of the Term, summarize the results and outlining the accomplishments of the Program over the Term.

## EXHIBIT F - INSURANCE REQUIREMENTS

### Contractor's Liability Insurance:

The Contractor shall procure and maintain in force such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Agreement or required by law, whichever is greater, and shall include contractual liability insurance. The Contractor will file with CareerSource Tampa Bay a certificate of such insurance, acceptable to CareerSource Tampa Bay. These certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below. A current certificate of insurance meeting CareerSource Tampa Bay's requirements is required before payment for any services under this Agreement.

### Insurance Required:

#### A. General

The Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs B (1) through (4) below. All policies of insurance under this Agreement shall include as additional insured CareerSource Tampa Bay and its officers and employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

#### B. Coverage

The Contractor shall procure and maintain in force during the term of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. Workers' Compensation - The Contractor shall procure and shall maintain during the life of this Agreement, the appropriate types of Workers' Compensation Insurance for all of its employees to be engaged in work under this Agreement. In case any class of employee engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, the Contract shall provide employer's liability insurance for all said employees with limits of not less than those listed below and must include:

Employer's Liability

Limit Each Accident

\$100,000.00

- |                             |              |
|-----------------------------|--------------|
| Limit Disease Policy Limit  | \$500,000.00 |
| Limit Disease Each Employee | \$100,000.00 |
2. Commercial General Liability\* - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

General Aggregate	\$2,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Products and Completed Operations Each Occurrence	\$1,000,000.00
Bodily Injury and Property Damage Each Occurrence	\$500,000.00
Personal and Advertising Injury	\$1,000,000.00
Damage to Rented Premises (e.g. Fire) (Any One Fire) Each Occurrence	\$50,000.00
Medical Expenses (Any One Person) Each Occurrence	\$5,000.00

3. Business Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

“ANY AUTO” coverage is required

**Proof of auto coverage only, no additional insured needed on the auto.**

Combined single limits each accident, for bodily injury and property damage liability	\$100,000.00
Owned vehicles	N/A
Hired and non-owned vehicles	N/A
Employer non-ownership	N/A

4. Professional Liability- \$  N/A  per claim

5. Certificate of Insurance and Copies of Policies - Certificates of Insurance will be furnished by the Contractor evidencing the insurance coverage specified in the previous paragraphs B(1) through (4) inclusive, and on request of CareerSource Tampa Bay certified copies of the policies required shall be filed with CareerSource Tampa Bay. The required Certificates of Insurance not only shall list the additional insured described above, for the operations of CareerSource Tampa under this Agreement (excluding the workers’ compensation and professional liability policies) but shall name the types of policies provided and shall refer specifically to this Agreement. If the initial insurance expires prior to the expiration of this Agreement, the Contractor shall cause renewal Certificates of Insurance to be furnished to CareerSource Tampa Bay thirty (30) days prior to the date of their expiration.

Cancellation - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, the Contractor shall ensure that the insurer will not cancel same until up to thirty (30) days prior written notice has been given to the above-named certificate holder. This prior notice provision is a part of each of the above.

**EXHIBIT G – EEO – APPLICABLE STATUTES, ORDERS AND REGULATIONS  
EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**HILLSBOROUGH COUNTY, FL**

- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

**STATE**

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

**FEDERAL**

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and

1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.

- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008,  
P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100-5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

**\* “The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States





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