



## R3 Training Provider Agreement

**TRAINING AGREEMENT  
RAPID RECOVERY RESPONSE (R3) TRAINING PROVIDER AGREEMENT  
BETWEEN  
CAREERSOURCE TAMPA BAY  
4902 EISENHOWER BLVD. SUITE 250, TAMPA FL 33634  
AND**

<b>TRAINING PROVIDER:</b>	
<b>FEIN #:</b>	<b>Email:</b>
<b>Telephone #:</b>	<b>Fax #:</b>
<b>Address:</b>	

### **I. SHORT TERM TRAINING**

- A. CareerSource Tampa Bay (CSTB) has established the R3, Rapid Response Recovery program, to provide short-term occupational skills certification and training to Hillsborough County residents that were dislocated due to the COVID-19 outbreak. All certification and training programs shall have a maximum training period of not more than one hundred twenty (120) days, or be completed by December 1, 2020, whichever is earlier. Eligible expenses include tuition assistance, instructional costs, books, materials, and class uniforms/supplies.

### **II. TERM OF AGREEMENT; TERMINATION**

- A. This Agreement shall be effective upon execution, as set forth in section XX of this Agreement.
- B. The Agreement will end on December 1, 2020.
- C. This Agreement may be terminated:
1. By either party upon no less than thirty (30) days written notice to the other party, without cause.
  2. By CareerSource Tampa Bay upon seven (7) days written notice to the Employer, in the event funds to finance this Agreement become unavailable.
  3. By CareerSource Tampa Bay upon seventy-two (72) hours written notice to the Employer if the Employer breaches this Agreement.
  4. Failure to respond to request for customer information will terminate this Agreement.

### **III. R3 FUNDING**

- A. This program is offered by funding provided through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

- B. All certification and training programs shall have a maximum training period of not more than one hundred twenty (120) days, or be completed by December 1, 2020, whichever is earlier.
- C. Eligible expenses include tuition assistance, instructional costs, books, materials, and class uniforms/supplies.

#### **IV. SHORT TERM TRAINING RESTRICTIONS**

- A. Eligible individuals referred by CSTB R3 staff to the Training Provider shall be enrolled only in the approved training course(s) and only for the designated period of time specified on the CSTB R3 Individual Training Account Voucher. At no time can the Training Provider allow CSTB student to switch training programs or to extend their training at CSTB cost, without written approval via the issuance of an updated Training Voucher from CSTB and/or its designated contractors.
- B. The tuition charged shall be based on the tuition submitted with the Training Provider's R3 Application, less applicable discounts for these courses. CSTB cannot pay other fees that are not specified in this Agreement or on the R3 Individual Training Account Voucher.
- C. For individuals requiring a renewal of their CSTB Bay R3 Individual Training Account Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSTB students shall be eligible for program completion in accordance with the same standards as the general student population of Training Provider.
- D. The Training Provider shall provide the course(s) as specified in the approved Program Description. The Training Provider shall notify CSTB of any changes in the approved Program Descriptions prior to the enrollment of any individual referred by CSTB staff.
- E. It is understood and agreed that R3 customers will receive a comprehensive objective assessment and individual service strategy by CSTB to determine the most appropriate training for each individual. Only those customers determined to be in need of training through this objective assessment will be referred to the Training Provider by CSTB. Neither the Training Provider nor the customer is authorized to enroll the customer into additional training courses or programs without prior written consent of CSTB staff.
- F. All CSTB R3 students, regardless of program, but including those students eligible for R3, shall not be discriminated against in receipt of such financial aid solely on their status as CSTB customers. CSTB R3 students, shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Provider. The Training Provider agrees that each individual referred by the CSTB staff for training will be evaluated for all financial aid eligibility normally available to other students.
- G. The Individual Training Account Voucher will specify the expenses that will be paid for by CSTB R3 funds.
- H. The Training Provider acknowledges and understands that remuneration to attract CareerSource Tampa Bay students is prohibited.
- I. The Training Provider understands that this Agreement does not guarantee any referrals, set aside any training vouchers, or budget any funds whatsoever for the approved training programs offered by the Training Provider and covered by this agreement. All decisions regarding the issuance of a training voucher will be made on a case by case basis by

CSTB, and/or its contractors, taking into consideration the information available, including the assessed needs of the potential trainee, geographical location of the training and the residence of the potential trainee, any additional costs of the training to the trainee, etc. Potential trainees requesting specific training from a pre-selected school will be given a list of R3 Approved Training Providers who provide the same type of training in order to allow the potential trainee to research each school before making a final decision. The decision to issue a training voucher to any approved training program at any particular Training Provider is at the sole discretion of CSTB/or its designated contractors.

- J. The Training Provider will meet with EDSI staff to gain understanding of the Tampa Bay R3 training program to include referral, enrollment and ITA vouchering process.
- K. The Training Provider will be required to add the CSTB logo and the R3 application link to our website on their webpage as a means of promoting the program and services offered. Print screen of the logo and link on the Training Provider's website shall be provided with this agreement.
- L. The Training Provider will be required to submit documentation to include: website, school catalog or schedule or website link, W9 and a copy of the current liability insurance.

## **V. PERFORMANCE REPORTING**

The Training Provider must agree to track, supply and provide all required performance outcomes to include but not limited to: GPA, progress reports, credentials, certificate of completion, any employment information obtained by program customers etc. to email address: [trainingvendor@careersourcetb.com](mailto:trainingvendor@careersourcetb.com). Subject line should include subject matter that is being provided. Data must be provided to CSTB R3 staff timely.

## **VI. PAYMENT AND DELIVERY**

1. Tuition payments will be considered only for those individuals referred to the Training Provider by CSTB as evidenced by a valid CSTB R3 Individual Training Account Voucher. Tuition or other payments will be made to Training Provider only for those individuals enrolled in and receiving training.
2. The Training Provider shall forward to CSTB an original, signed and embossed Individual Training Account Voucher and written invoice for this tuition/fee at the time a student begins training and become eligible for invoicing. This invoice is payable to the Training Provider upon receipt in accordance with payment procedures listed below.
3. Training Provider shall refund to CSTB such tuition/fees which are paid by CSTB for R3 individuals who enroll in and begin training but drop out of courses. Refund payment shall never be made to the student for funds received by the Training Provider from CSTB under this agreement.
4. The Training Provider agrees that CareerSource Tampa Bay shall not incur financial

liability for students enrolled prior to receipt of a voucher which bears the signature of authorized personnel working on behalf of CSTB and is embossed with the CSTB seal. No verbal authorizations for enrollment into training will ever occur under this agreement.

5. Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to CSTB for approval. Changes must be reviewed and accepted by CSTB prior to implementation.
6. With the executed copy of this Agreement, the Training Provider will supply CSTB with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to CSTB students the same as they would apply to any other student. The Training Provider shall, in conformity with the general refund policies of the Training Vender, refund such tuition, books and fees that are paid by CSTB for individuals who enroll in and begin training but drop out of courses or training. The Training Provider agrees not to accept a voucher that was transferred to any other student.
7. The Training Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.

#### **8. Payment Procedure**

- a) The Training Provider will receive funds based on the information contained on the R3 Individual Training Account Voucher.
- b) To receive reimbursement, the Training Provider must submit to CSTB an official, embossed Individual R3 Training Account Voucher and invoice supported by back up documentation on costs. The payment request should be addressed to the Finance Dept. at the CSTB address specified below in Section XIX.
- c) R3 Individual Training Account Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.
- d) R3 Individual Training Account Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation.

### **VII. RECORDS**

1. The Training Provider shall provide to CSTB staff monthly progress reports indicating both the progress and attendance of CSTB students and signed by student and instructor or qualified school representative.
2. The Training Provider shall notify CSTB staff within 5-10 days of a CSTB student's completion or termination/drop from training program. In such an instance, information

concerning the CSTB student's date of employment, wage, job title, CIP code, if known, must also be indicated on the progress report. If the 5-10 business day notification period cannot be met due to extraordinary reasons, it is the responsibility of the Training Provider to communicate this to CSTB and coordinate an alternative option.

3. The Training Provider shall provide CSTB contact information to include an email address, a fax and a phone number for a designated representative of the Training Provider who can respond to requests from CSTB's authorized staff for any monthly progress report, attendance information, completion/termination information, transcripts and/or credentials.

## **VIII. AUDITS**

If applicable, the Training Provider shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and any other specific requirements imposed by the Board.

## **IX. ASSIGNMENTS AND SUBCONTRACTS**

The Training Provider shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CareerSource Tampa Bay, unless otherwise authorized by this Agreement. A written subcontract must be presented to CareerSource Tampa Bay for consideration. In no case shall such consent relieve Training Provider from the obligation under or change the terms of this Agreement unless otherwise provided.

## **X. TERMINATION FOR CONVENIENCE/DEFAULT**

1. As noted in Section II, failure to respond to request for previous or current customer information will terminate this Agreement.
2. CareerSource Tampa Bay or Training Provider may terminate this Agreement for convenience when it is in the best interest of CareerSource Tampa Bay or Training Provider. CareerSource Tampa Bay may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective as of the date the notice is issued and the Training Provider has thirty (30) days after the effective date to bill for payment. The Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training. If the Training Provider elects to

remove themselves from the approved Training Provider list, the Training Provider is required to “train out” any students financially supported by a CareerSource Tampa Bay Training Voucher under the same provisions that are included in this agreement.

3. The Training Provider shall give CareerSource Tampa Bay written notice of any perceived breach, and it shall give CareerSource Tampa Bay ten (10) working days to cure any perceived breach under the Agreement.

## **XI. FISCAL NON-FUNDING CLAUSE**

This program is offered by funding provided through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). 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 Bay shall notify the Training Provider 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 Employer.

## **XII. INDEMNIFICATION**

To the extent not otherwise limited by applicable law, each party shall indemnify, hold harmless, and defend the other and its respective agents and employees (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") 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 on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred as a result of any negligent, wrongful, or intentional act or omission, fraud, defalcation, or breach of any provision or covenant of this Agreement or applicable law by either party, 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 or benefits payable by or for any of the Indemnified Parties on account of any insurance limits, 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, if applicable. These provisions shall survive the expiration or termination of this Agreement.

## **XIII. NON-ASSIGNABILITY CLAUSE**

This Agreement or any right accruing hereunder shall not be assigned by Training Provider in whole or in part without the prior written consent of CareerSource Tampa Bay. Any assignment in violation hereof shall be invalid.

#### **XIV. MISCELLANEOUS**

This Agreement with its attachments is the entire Agreement of the Parties relating to the subject matter hereof. Each Party hereto acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The Parties agree that this Agreement, along with its attachments, is the complete agreement between the Parties on the subject matter and supersedes all verbal or written proposals, agreements, understandings, representations, conditions, warranties, covenants and other communications between the Parties relating to the same subject matter. Any modifications or amendments to the provisions herein must be in writing and signed by the Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

#### **XV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

Training Vendor assures that it will comply with the requirements of Exhibit A, 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 the aforementioned exhibit, laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

#### **XVI. COMPLIANCE WITH POLICIES AND LAWS**

- A. The Training Provider acknowledges that CareerSource Tampa Bay intends to utilize the CARES Act Funding to make short term training available to qualified customers utilizing the CSTB Individual Training Account and established payments process, and further acknowledges that the CARES Act Funding may be utilized only for the uses authorized by the CARES Act. All certification and training programs shall have a maximum training period of not more than one hundred twenty (120) days, or be completed by December 1, 2020, whichever is earlier. Eligible expenses include tuition assistance, instructional costs, books, materials, and class uniforms/supplies. Accordingly, the Training Provider covenants that the services to be provided by the Training Provider pursuant to this Agreement will be limited to only those services for which the CARES Act Funding may be utilized under the CARES Act.
- B. The place for any hearing, arbitration or otherwise, shall be Hillsborough County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.
- C. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Florida, County of Hillsborough. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of

inconvenient forum to the maintenance of any action or proceeding in such venue.

## **XVII. MAINTENANCE AND REVIEW OF RECORDS**

The Training Vendor shall maintain adequate records and accounts pertaining to such services, including under this Agreement for a period of six (6) years from the date of final payment of such funds to the Employer 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"). Employer agrees to cooperate with any review, monitoring, evaluation or audit by EDSI, Hillsborough County, the Clerk of the Circuit Court and the Hillsborough County Internal Auditors and its authorized agents shall have the right, and the Contractor, and its subcontractors, as applicable, will permit EDSI, CareerSource Tampa Bay, Hillsborough 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. 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.

## **XVIII. MODIFICATION**

If either the Training Vendor or CareerSource Tampa Bay wishes to modify, change, or amend this Agreement, other than as has been described elsewhere in this Agreement, the proposed changes shall be submitted 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 the Employer and CareerSource Tampa Bay.

## **XIX. NOTICE AND CONTACT**

- A. The designated representative for the Training Provider and CSTB will address all questions regarding this Agreement. If the designated representative for either party changes to someone other than the person named herein, including due to the termination of such representative's employment with such party, written notification shall be given to



the other party immediately and said notification attached to the originals of this Agreement.

**The contact information of the required representative for the Training Provider for this Agreement is:**

STAFF CONTACT INFORMATION			
Contact Name:	Job Title:		
Institution Name:			
Email:	Phone #: (____)____-____		
Address:	City:	State:	Zip:

**If to CareerSource Tampa Bay:**

STAFF CONTACT INFORMATION			
Contact Name: Melissa Carroll	Job Title: Program Coordinator		
Email: <a href="mailto:carrollm@careersourcetb.com">carrollm@careersourcetb.com</a>	Phone #: (813)397-2026		
Address: 4902 Eisenhower Blvd. Suite 250	Tampa	FL	33634

*If given by United States mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the persons or addresses to which future notices are to be sent as provided by this paragraph.*

**R3 Individual Training Account Voucher Invoices should be sent to:**

CONTACT INFORMATION
CareerSource Tampa Bay
Email: <a href="mailto:invoice@careersourcetb.com">invoice@careersourcetb.com</a>
File formats: pdf, doc, xls, ppt, txt, png, jpg, gif
File size: Less than 20MB
Fax: 855.484.6949

FOR INQUIRIES ONLY:
CareerSource Tampa Bay– Accounts Payable Department
4902 Eisenhower Blvd., Suite 250 Tampa, FL 33634
Phone: 813.397.2057

**XX. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date set forth below, by their respective signatures:

\_\_\_\_\_  
Authorized Training Provider's Signature

\_\_\_\_\_  
(Signature) John Flanagan  
CEO

\_\_\_\_\_  
Authorized Training Providers Name (Print)

Tampa Bay Workforce Alliance, Inc.  
dba CareerSource Tampa Bay

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Training Provider Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**Funding Source: This program is offered by funding provided through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)**

## EXHIBIT A – 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.”**