

Independent Contractor Agreement

This Agreement is made between CareerSource Central Florida (CSCF), with administrative offices at 390 N. Orange Ave., Suite 700, Orlando, FL 32801, and Element One Data (“Contractor”), with a principal place of business at 4203 Sierra Woods Trl, Tallahassee, FL 32311.

ATTACHMENT - A

STATEMENT OF WORK

1. SERVICE AND ACTIVITIES

This section is part of the Agreement between CareerSource Central Florida and Contractor and establishes the understanding that the services to be performed by Contractor shall be in accordance hereto.

SCOPE OF SERVICES DETAILS:

The scope of services shall include, but shall not be limited to, the following:

- Provide technical assistance to CareerSource Central Florida (CSCF) staff to develop SQL queries that include Department of Economic Opportunity funded program data elements from the state data warehouse, and local data elements from a proprietary system.
- Assist CSCF staff to maintain existing dashboard and create new dashboards utilizing data visualization tools to track programmatic, fiscal, administrative, and organizational benchmarks. Monthly, and quarterly review of dashboard data to validate integrity of data, analyze trends and set targets will be conducted in collaboration with the Sr. Director of Business Intelligence.
- Evaluate current performance management processes and practices in alignment with federal indicators of performance and provide recommendations for enhancement to the Sr. Director of Business Intelligence.
- Provide technical assistance to CSCF in utilizing front-end report from Employ Florida that may improve efficiency and use of reporting tools. For example, standardized front end reports available to staff to manage program efforts.
- Provide technical assistance to review indicators of performance data to support return on investment projects and long-term impact of workforce programming.

***Contractor must be available for up to 10 hours per week during peak work hours and after work hours to perform work directed by CareerSource Central technical representative.**

1.0.1 UNSATISFACTORY PERFORMANCE:

All work shall be supervised by the Contractor’s personnel who will co-ordinate efforts with the CareerSource Central Florida Technical Representative (CSCF-TR). The Contractor’s personnel is obligated to provide satisfactory deliverables to the CSCF-TR. If the CSCF-TR finds the deliverable to be unsatisfactory and it is agreed upon by both the Contractor and CSCF-TR that the fault resides solely with the contractor, then the rework will be performed at no additional charge. Contractor will not be compensated until the mutually agreed upon rework is completed satisfactorily.

Example 01: CSCF-TR specifically asked for a set of metrics for Youth only participants, yet the Contractor personnel provided the specific set of metrics for Adult and Dislocated Worker participants. It would be agreed that the rework would be performed at no additional charge.

Example 02: The CSCF-TR asks for visualization(s) on a certain dataset or group of datasets. The Contractor delivers the visualization(s) in a Scatter Plot when the CSCF-TR preferred a double line graph but did not specify, then it would be agreed upon that the rework be work be done at the normal hourly rate agreed upon.

1.0.2 **SUBCONTRACTORS**

Subcontractors may only be added to this Agreement during the contract period with **PRIOR WRITTEN PERMISSION** from CareerSource Central Florida.

2. **REPORTS AND EVALUATION:** CareerSource Central Florida will issue a yearly report based on check list which will be the instrument to determine whether the Agreement will be renewed or extended, if applicable.
3. **RECORDKEEPING:** Contractor must maintain records in sufficient detail to demonstrate compliance with the relevant contractual criteria related to the services as contained in this Agreement.

All records will be made available to CareerSource Central Florida, state and federal officials, and auditors. Records will be retained for a period of three years following the date of final report for this Agreement or until all audit questions and concerns have been resolved, whichever is later.

4. **INSURANCE:** Contractor must carry commercial liability insurance of \$1 million or more. Also, Contractor will provide CareerSource Central Florida with proof of insurance every six months after the contract execution date until the end of the contract period.

PAYMENT TERMS

1. **COMPENSATION AND TIME PERIOD:** This is a labor-hour cost reimbursable contract in which CareerSource Central Florida will pay Contractor for data analytics and reporting services rendered during the period outlined in this Agreement, on an hourly basis in accordance billing rates identified herein. The total funds allocated to this effort, under this Agreement, shall not exceed \$40,000.00.
2. **MODIFICATION OF TERMS:** The terms of this Agreement, including total compensation, may be modified by mutual consent of both parties, if agreed-upon services, funding availability, or circumstances warrant change. Refer to General Provisions and Assurances, Attachment E.
3. **CONDITIONS OF PAYMENT/PERFORMANCE STANDARDS:** It is understood and agreed by both CareerSource Central Florida and Contractor that payment is for costs associated with data analytics and reporting services performed in accordance with services outlined in this Agreement.
4. **METHOD AND TIME OF PAYMENT:** Contractor will be paid by ACH for the total allowable payment for services rendered upon receipt of proper, verified invoices. Invoices will be paid promptly provided the invoice is correct, sufficient, verifiable documentation is attached, and all costs are allowable based on the negotiated terms.

Payments shall be made monthly based on actual hours worked within the month. Documentation supporting invoice must substantiate actual cost incurred up to the total contract amount. Invoices with support documentation shall be transmitted electronically by email to accountspayable@careersourcecf.com.

Invoices should be submitted by the 10th of the month.

PAYMENT BILLING RATES FOR DATA ANALYTICS & REPORTING SERVICES

Contractor shall invoice CareerSource Central Florida, in accordance with billing rates set forth herein, for directed work authorized by CareerSource Central Florida technical representative. Billing rates stated herein are all inclusive; therefore, travel expenditure and travel mileage are not applicable for reimbursement.

Lead Business Analyst Hourly Labor Billing Rates	Rate Per Hour
Base Year (9/1/2021 thru 6/30/2022)	\$75.00
Option period - 1 (7/1/2022 thru 6/30/2023)	\$80.00
Option period - 2 (7/1/2023 thru 6/30/2024)	\$85.00

PAYMENT BILLING RATES FOR DATA ANALYTICS & REPORTING SERVICE

Required support documentation for all submitted invoices must include the following, at a minimum:

- Monthly activity report/log providing summary of activities and accounting of actual time allocated to completing directed tasks.

ADDITIONAL TERMS

1. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. Contractor expenses include license fees, memberships, and dues; automobile and other local travel expenses; meals and entertainment; and insurance premiums.

2. Materials

Client will furnish all materials, equipment and supplies used to provide the services required by this Agreement. Equipment to be provided includes computer, wireless card, telephone, all software necessary to complete tasks, and adaptive security appliance to connect to company network. Access to state data will continue to be authorized by Client for Contractor. Client will provide access to printers, copiers, and paper supply when paper documents are required.

Contractor will provide home based internet access to connect above hardware. Contractor will maintain a mobile telephone number to ensure availability to Client.

3. Independent Contractor Status

Contractor is an independent contractor shall not be deemed, Client's employee. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required will be performed, unless specific tasks are directed by CareerSource Central Florida technical representative.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine; not to include the 10 hours per week during peak work hours and after work hours to perform work directed by CareerSource Central Florida technical representative.
- Contractor has complied, if applicable, with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

4. State and Federal Taxes

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from contractor's payments or make FICA payments on Contractor's behalf
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made within 30 days of written request.

5. Fringe Benefits

Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client. If Contractor is subsequently classified by the IRS as a common law employee, Contractor expressly waives his or her rights to any benefits to which he or she was, or might have become, entitled.

6. Worker's Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor.

7. Unemployment Compensation

Client shall make no state or federal unemployment compensation payment on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

8. Insurance

Client shall not provide any insurance coverage of any kind for Contractor.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement, except for loss or liability and/or damage or injuries

arising out of client's negligence or intentional conduct that leads to an unexpected or unintended damage or injury.

9. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earliest of:

- The date Contractor completes the services required by the Agreement
- **June 30, 2022**, or
- The date a party terminates the Agreement as provided below.

10. Terminating the Agreement

Contractor is expected to meet the terms and conditions specified in this Agreement and to provide those services contained in the Statement of Work. CareerSource Central Florida will monitor these items and will terminate this Agreement if Contractor fails to provide the requested services and performance. If this Agreement is terminated, the Agreement will be cancelled/ de-obligated and awarded to an alternate provider or retained by CareerSource Central Florida.

Either party may terminate this Agreement any time by giving **30 days'** written notice to the other party of the intent to terminate. If client terminates this agreement, the contractor shall be paid all amounts supported by invoice(s) produced to the client within sixty days of the date of termination letter. The payment pursuant to the previously mentioned invoice(s) shall be made by client to contractor with thirty days of receipt of said invoice(s).

11. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

12. Modifying the Agreement

This Agreement may be modified only in writing signed by both parties.

13. Intellectual Property Ownership

Contractor assigns to Client all patent, copyright, trademarks, and trade secret rights in anything created or developed by Contractor exclusively for Client solely under this Agreement. Contractor shall help prepare any papers that Client considers necessary to secure any patents, copyrights, trademarks, or other proprietary rights at no charge to Client. However, Client shall reimburse Contractor for reasonable out-of-pocket expenses incurred.

14. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that any disclosure to any third party or any misuse of

this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and pricing information
- Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client
- Any written or tangible information stamped "confidential," proprietary," or with a similar legend, and
- Any information that Client makes reasonable efforts to maintain the secrecy of.

Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession prior to commencement of Contractor's provision of services to Client, or known to Contractor without restriction, or is rightfully obtained by Contractor from sources other than Client.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials and computer hardware provided by Client in Contractor's possession relating to Client's business.

15. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in **Orange County, Florida**. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved by mediation, after 30 days from the date of mediation, any party may take the matter to court.

16. Applicable Law

This Agreement will be governed by the laws of the state of **Florida**.

17. Notices

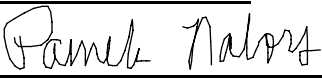
All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follow:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by fax or electronic mail such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

Signatures

Client:

CareerSource Central Florida

By: 

Pamela Nabors

Title: President & CEO

Date: 08/25/2021

Contractor:

Element One

Data

By:  Signature

Telly Buckles

Title: Chief Consultant

Taxpayer ID Number: 03-0377357

Date: 2021-08-24