

Original Contract



CSLF Control #

IT-CALC-16-17-907

Service Contract

Customer Information

Company Name:	CareerSource Central Florida	Street Address:	390 N Orange Avenue Suite 700
Contact:	Paul Wornell	City:	Orlando
Phone Number:	(321) 228-8274	State:	FL
Email:	pwornell@careersourcecf.com	Zip:	32801
Quote Number:	Q-08355	Sales Rep:	James Holmes
Rep Phone:		Rep Email:	james.holmes@incontact.com

SOFTWARE MRC PRODUCTS

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
SMB Contact Center - Blended IB/OB	15.00	\$180.00	25.00	\$135.00	\$2,025.00
Additional Configured Universal Port (Beyond 3 ports and dialer included)	1.00	\$75.00	0.00	\$75.00	\$75.00
Additional Active Storage (per GB)	1.00	\$7.50	0.00	\$7.50	\$7.50
Long Term Storage (per GB)	1.00	\$0.10	0.00	\$0.10	\$0.10
Long Term Storage Retrieval (per GB)	1.00	\$1.38	0.00	\$1.38	\$1.38
Care Monthly Success Package	1.00	\$0.00	0.00	\$0.00	\$0.00

SOFTWARE MRC PRODUCTS TOTAL: \$2,108.98

SOFTWARE NRC PRODUCTS

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Inbound SMS Implementation	1.00	\$1,200.00	20.00	\$1,200.00	\$1,200.00
Outbound SMS Campaign Implementation	1.00	\$1,250.00	20.00	\$1,000.00	\$1,000.00

SOFTWARE NRC PRODUCTS TOTAL: \$2,200.00

Minimum Technology MRC: \$2,000

Actual billed amounts for software MRCs and software usage items are applied to the Minimum Technology MRC. Note that the sum of the software MRCs and software usage items may be lower or higher than the agreed upon total Minimum Technology MRC.

NETWORK CONNECTIVITY NRC

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Inbound SMS Application Fee (Per BU) - SETUP	1.00	\$375.00	0.00	\$375.00	\$375.00
Outbound SMS Application Fee (Per BU) - SETUP	1.00	\$375.00	0.00	\$375.00	\$375.00
SMS Long Code - SETUP	1.00	\$375.00	0.00	\$375.00	\$375.00
Local Number Activation	1.00	\$100.00	0.00	\$100.00	\$100.00
Local Number - Setup	10.00	\$1.00	0.00	\$1.00	\$10.00
Toll Free Activation	1.00	\$10.00	0.00	\$10.00	\$10.00



Service Contract

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Toll Free- Setup	1.00	\$1.00	0.00	\$1.00	\$1.00
NETWORK CONNECTIVITY NRC TOTAL:					\$1,246.00

NETWORK CONNECTIVITY MRC

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Inbound SMS Application Fee (Per BU)	1.00	\$100.00	0.00	\$100.00	\$100.00
Outbound SMS Application Fee (Per BU)	1.00	\$500.00	0.00	\$500.00	\$500.00
SMS Long Code	1.00	\$150.00	0.00	\$150.00	\$150.00
Outbound SMS Rate (per Message)	1.00	\$0.01	0.00	\$0.01	\$0.01
Local Number - Regular	10.00	\$5.00	0.00	\$5.00	\$50.00
inContact Toll Free	1.00	\$1.00	0.00	\$1.00	\$1.00
NETWORK CONNECTIVITY MRC TOTAL:					\$801.01

NETWORK CONNECTIVITY USAGE

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Outgoing SMS (per Message)	1.00	\$0.01	0.00	\$0.01	\$0.01
Incoming SMS (per Message)	1.00	\$0.01	0.00	\$0.01	\$0.01
NETWORK CONNECTIVITY USAGE TOTAL:					\$0.02

Length of Service Term: 12 Month Contract

All services listed on this Service Contract are provided under the inContact Standard Terms of Use accessible at inContact.com/terms, which are incorporated herein by reference. In the event of any conflict between this Service Contract and the inContact Standard Terms of Use, this Service Contract shall govern. By signing below, Customer acknowledges that it has read, understood, and agreed to inContact's Standard Terms of Use. Both parties agree to the services and charges listed in this Service Contract, including all Schedules attached hereto, which are hereby incorporated by reference. Each of the undersigned represents that he or she is duly authorized to execute this Service Contract on behalf of the party he or she represents. inContact does not accept additional terms or conditions included on purchase orders or similar documents.

Term

The Service Term will commence on the earlier of (i) the first day of the calendar month following the Go-Live Date, or (ii) the first day of the calendar month after the passage of Forty-Five (45) days from the execution of the Service Contract by Customer. Upon completion of the initial Service Term, the Service Term shall renew on a month to month basis with an increase of Twenty-Five percent (25%) in the Software Services rates at expiration of the Service Term, until either Party gives thirty day (30) written notice of non-renewal of the Service Term.

Either Party may terminate this Agreement for Cause by delivering written notice to the other Party reasonably describing such Cause, with such termination being effective thirty (30) days following delivery of the written notice unless such Cause is cured by the other Party within the thirty (30) day period. In the event of Early Termination of any Service Contract or any Services, Customer agrees to pay Early Termination charges including: (i) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current term; (ii) any early termination fees and costs incurred by inContact from its underlying carrier or vendor(s), for cancellation of underlying services, related to both MRC and NRC; (iii) any Services actually received through the date of the Early Termination; (iv) any outstanding NRC; and (v) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account. Notice of termination must be sent by Customer to inContact at Contract-Useunsubscribe@inContact.com. Notice of termination via alternate methods shall not constitute notice.

911/E911 Services

INCONTACT DOES NOT OFFER 911 OR E911 SERVICES. For more information, please see inContact.com/terms/911

Payment Terms

Invoices will be issued monthly. Customer agrees to pay inContact in U.S. dollars for all Services, charges, surcharges, fees, and taxes before the Past Due Date. Notwithstanding anything in the Agreement, "Past Due Date" shall mean 30 days from the invoice date. Invoice payments not made by the Past Due Date will be considered delinquent, and Services to Customer will be subject to suspension until payment is received by inContact. inContact will use reasonable efforts to communicate with Customer to resolve payment issues before suspension of any Services. Unless otherwise specified, payments received will be applied first to late



Service Contract

charges and related expenses, if any; followed by past due amounts, recurring fees, telecom-related fees, and other fees; and then to the current invoice. Customer must provide inContact with written notice of an invoice dispute. In the event that Customer does not provide such written notice, such invoice shall be deemed to be correct and binding. inContact will make reasonable efforts to notify Customer verbally and in writing prior to such suspension or disconnection. Customer confirms they have notified (or will notify) inContact of a valid physical location where the Services are to be utilized ("Service Location"), if different from the Customer's main contractual address. inContact reserves the right to reject any request to treat an alternative physical location as Customer's Service Location if inContact discovers that the address is invalid or otherwise inaccurate. The Minimum Technology MRC will commence on the first day of the month of the Service Term and may not be postponed because of a delay in implementation of Services regardless of cause. MRC will commence and be invoiced upon Service Contract execution. Upon renewal of any Service Term, inContact may increase inContact Software rates for renewed Service Term by a rate not to exceed five percent (5%). inContact reserves the right to review the MRC and may increase or decrease charges in line with industry or third party carrier charge changes after completion of the initial Service Term with prior written notice to Customer. Additional charges shall apply for other Services, including without limitation for costs associated with installing, modifying or reprogramming Customer's equipment or interconnection circuit(s) to render them compatible with the Services, to include but not limited to extending demarcation points, or extending wiring inside the Customer's premises. Customer may assert exemption from taxes or fees by providing an exemption certificate as permitted by applicable law to inContact. By doing so, Customer agrees to indemnify and hold inContact harmless for Customer's claim of exemption. Additional Professional Services time may be purchased at \$250.00 per hour (additional rates may apply).

Third Party Implementation

The services specified herein will not be implemented by inContact, but will be implemented for a fee by a third party pursuant to a direct agreement with the customer.

Advance Payment

1. Upon Customer's signature, Customer shall remit \$1,723.00 via wire transfer as advance payment toward future charges.



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By initialing here, I customer, give inContact authorization to provide confidential contract information to my Agent of Record.

[Empty box for initialing]

My Agent of Record is:

[Empty box for Agent of Record name]

Customer:

inContact, Inc.:

Sign: Pamela Nabors

DocuSigned by:
Sign: Tracy Pettinger

Name (Print): Pamela Nabors

Name (Print): Tracy Pettinger

Title: President and CEO

Title: Sr. Pricing Desk Analyst

Date: 6-5-17

Date: 6/5/2017

DocuSigned by:
Sign: Jason Christiansen

Name (Print): Jason Christiansen

Title: Sr. Manager Finance

Date: 6/6/2017



Service Contract

inContact Usage Rates Schedule

Category	Domestic Toll Free	Outbound Toll Free
Domestic	\$0.0135	\$0.0115
Alaska	\$0.1918	\$0.0132
Hawaii	\$0.0292	\$0.0114
Canada	\$0.0225	\$0.0100
Guam	\$0.2718	\$0.0310
Puerto Rico	\$0.1525	\$0.0194
Saipuu/ Mariana Islands	\$0.4079	\$0.0389
US Virgin Islands	\$0.1014	\$0.0134
International	See International Rates Sheet	See International Rates Sheet
Outbound Toll Free	NA	\$0.0100
Local Inbound	\$0.0100	NA
Indeterminate	\$0.0150	\$0.0150

Domestic calls are billed in 6 second increments with a 6 second minimum
 Extended calls are billed in 6 second increments with a 30 second minimum



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Product Descriptions Schedule

SOFTWARE MRC PRODUCTS

SMB Contact Center - Blended IB/OB

- 1 User License - billed based on the highest number of users set up on the platform at any one time during the month
- Chat
- Email
- Personal Connection dialer
- 3 ports
- Call Recording with up to 1 GB of storage per seat
- IP Voice TLS
- Softphone license per seat
- Agent Scripting
- Additional features and services included:
 - 1 GB of storage per BU for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
 - Contact Center all-inclusive reporting
 - IVR programming toolset with Text to Speech support
 - Virtual queue
 - Call Monitoring with Coach and Barge functionality
 - Call conferencing (IB/OB usage charges apply)
 - Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
 - 24 x 7 Network Operations Center monitoring
 - Redundant servers in Software as a Service model
 - Standard technical support and customer care
 - Product maintenance and enhancement releases
 - inContact University with the latest eLearning product courses
 - Online documentation and help
- The use of this product may be governed by additional terms found online at inContact.com/terms/GeneralSoftwareTerms and inContact.com/terms/ACD/IVR and inContact.com/terms/Dialer

Additional Configured Universal Port (Beyond 3 ports and dialer included)

- Universal Port in excess of port included with seat
- Used for IVR, Voice, Email, and Chat
- Personal Connection dialer seat included per standard seat selected
- The use of this product may be governed by additional terms found online at inContact.com/terms/GeneralSoftwareTerms and inContact.com/terms/Dialer

Additional Active Storage (per GB)

- Storage and management of recordings, prompts, scripts, messages, and files
- Billed per GB beyond the included 1GB of storage used
- Applies to storage from inContact platform recorder and inContact WFO recorder
- The use of this product may be governed by additional terms found online at inContact.com/terms/GeneralSoftwareTerms

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
 - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
 - Seamless data transfer from short-term to long-term storage
 - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
 - Scalable cloud infrastructure
 - State-of-the-art data encryption technology
- The use of this product may be governed by additional terms found online at inContact.com/terms/GeneralSoftwareTerms

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:



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- Comprehensive metadata search capabilities for easy retrieval
- Move files to active storage for analysis, audits, and other needs
- Time for files to remain in active storage can be specified during retrieval
- The use of this product may be governed by additional terms found online at inContact.com/terms/GeneralSoftwareTerms

Care Monthly Success Package

- Technical Service Advisor (TSA) team provides technical guidance and customer service
- Consulting available for a fee with Business Consulting Managers, Technical Account Managers (TAMs), and Implementation Managers
- 24x7 technical service via phone, chat, and portal
- 12x5 Professional Services On-Demand (M-F 6 am - 6 pm MST) via phone at a rate of \$75 per 15-minute increment
- Comprehensive catalog of self-paced, webinar, and instructor-led courses
- Customer shall provide up to one (1) designated resource (business/technical contact) within your organization
- The use of this product may be governed by additional terms found online at inContact.com/terms/GeneralSoftwareTerms

SOFTWARE NRC PRODUCTS

Inbound SMS Implementation

- Billed as a one time (non-recurring) charge
- Implementation and setup of inContact's Inbound SMS includes:
 - Provisioning of SMS transport codes (Long/Short) to the inContact platform
 - Creation campaigns and skills for SMS contact routing and delivery (1 work item skill per SMS transport code)
 - Configuration of inContact Studio scripting to support contact routing and agent handling of patron initiated inbound SMS contacts
 - Configuration of inContact Studio scripting to support delivery of agent initiated outbound SMS to patrons while on an active phone contact
 - Demonstration of implemented inContact SMS product and instruction on how to interact with the SMS work item contact interface

Outbound SMS Campaign Implementation

- A one-time setup fee to build use proactive outbound SMS campaign using the Personal Connection feature in the inContact system
- Implementation includes:
 - Adding the long or short code to the inContact system
 - Setting up a skill and message template for the campaign
 - Training for supervisor or administrator on how to configure an SMS skill and message template

Network Connectivity Descriptions Schedule

Inbound SMS Application Fee (Per BU)

- A monthly carrier account maintenance fee per Business Unit, which is a prerequisite to a short and/or long code and the Inbound (patron and agent conversation) SMS feature
- Key product features & components:
 - 2,000 monthly messages included (short code carrier surcharges still apply). Messages do not roll over to month to month.
 - Supports sending of messages to US destinations only. Messages configured for any other destination will be rejected by the carrier.

Inbound SMS Application Fee (Per BU) - SETUP

- A one-time charge to setup a Business Unit for Inbound (patron and agent conversation) SMS in the carrier's system
- Pertains to application fees per country

Outbound SMS Application Fee (Per BU)

- A monthly carrier account maintenance fee per Business Unit, which is a prerequisite to a short and/or long code and the proactive Outbound SMS feature
- Key product features & components:
 - 10,000 monthly messages included (short code carrier surcharges still apply). Messages do not roll over to month to month.
 - Supports sending of messages to US destinations only. Messages configured for any other destination will be rejected by the carrier.

Outbound SMS Application Fee (Per BU) - SETUP

- A one-time charge to setup a Business Unit for Outbound SMS in the carrier's system
- Pertains to application fees per country

SMS Long Code

- Dedicated, randomly assigned 10-digit telephone number that can carry limited traffic
- Used to initiate from and send messages to destinations in the US and Canada only
- Billed per code per month



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SMS Long Code - SETUP

- One-time setup to provision long code(s) in the carrier's system
- Billed as a one time (non-recurring) charge

Outgoing SMS (per Message)

- Cost of sending an individual text message out from inContact to a patron
- Billed at a per message model

Incoming SMS (per Message)

- Cost of receiving an individual text message from a patron into the inContact platform
- Billed at a per message model

Outbound SMS Rate (per Message)

- Cost of sending or receiving an SMS message using a short code, custom short code, or long code; currently supports a "STOP" reply
- Billed per message per month
- Some carriers impose a surcharge on short code messages received by their subscribers.
- Carrier-imposed surcharges are not costed in the 10,000 messages that are included in the Outbound SMS Application Fee

Local Number Activation

- Required one-time activation fee with Local Number - Regular

Local Number - Regular

- Local telephone numbers for area codes within the 48 contiguous United States for client inbound calling to the inContact platform
- Billed monthly per local number

Local Number - Setup

- Required setup fee for Local Numbers
- Billed as a one time (non-recurring) charge

Toll Free Activation

- Required one-time activation fee if inContact Toll Free is selected.

inContact Toll Free

- Toll Free telephone numbers for client inbound calls within the 48 contiguous United States.

Toll Free- Setup

- Required setup fee for inContact Toll Free.

Network Connectivity

The use of inContact Network Connectivity products may be subject to additional terms found online at inContact.com/terms/GeneralLD, inContact.com/terms/Voice, and inContact.com/terms/IntlOutboundTerminationRates.



Service Contract

inContact, Inc
 75 West Town Ridge Parkway, Tower 1
 Sandy, UT 84070
 Phone: 888-826-0080

Invoice number:	1-17804
BILL DATE:	5/28/2017
FOR:	InContact telecom services
BILL TO:	CareerSource Central Florida 390 N Orange Avenue Suite 700 Orlando, FL 32801

Description	Unit	Amount
Advance Payment for Software Installation	Upon Customer's signature	\$1,723.00
Deposit for Software Installation		
Remittance Instructions: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Wells Fargo Bank Northwest, N.A. One California Street San Francisco, California 94104 Account name: InContact, Inc Account number: 100-8850-354 ABA routing number (wire payment): 121.000.248 ABA routing number (ACH payment): 124.002.971 </div> Information customers include SWIFT code WFBIU96S Be sure to include company name and inContact account in the advice/comments section After payment is initiated please notify Receivables@inContact.com and Doug.Bauer@inContact.com If you have questions contact Douglas Bauer, Credit Director ☎ 801.320.3237 THANK YOU FOR YOUR BUSINESS!		
	Total	\$1,723.00



CREDIT APPLICATION

COMPANY INFORMATION		
Company Legal Name	CareerSource Central Florida	
Main Telephone Number	(407) 531-1222	
Owners' Names	Central Florida Regional Workforce Development Board Inc.	
Business Address	390 N. Orange Avenue, Orlando, FL 32801	
Business Start Date	1998	
Web Address/URL	http://careersourcecentralflorida.com	
# of Employees	225	
Type of Business (select one)	Workforce Development Board	
Bank Name	See attached CareerSource Central Florida credit application for banking information	
Today's Bank Balance	\$	
Bank Location		
Length of Banking Relationship	Years	Months

ACCOUNTS PAYABLE INFORMATION	
Billing Address (If different from above)	
Payables Contact Name	Loretta Talley, Accounts Payable
Payables Contact Phone Number	(407) 531-1222 x-2004
Payables Contact Email Address	accountspayable@careersourcecf.com
Payables Information*	

SIGNATURE	
Authorizing Signature** 	Date Signed 6-5-17

*Your payables contact will be added to our Online Billing site for you to receive notice that our bills are ready. You may view, store and print invoices on this site.

**By signing this credit application, I certify that the information provided is true and accurate and that I have the authority to sign on behalf of the applicant.

CAREERSOURCE CENTRAL FLORIDA CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Name: Leo Alvarez, CFO
Company name: CareerSource Central Florida
Phone: 407-531-1222 **Fax:** 407-708-1387 **E-mail:** lalvarez@wcfla.com
Registered company address: 390 N Orange Ave, Suite 700
City: Orlando **State:** FL **ZIP Code:** 32801
Date business commenced: 1996
Sole proprietorship: **Partnership:** **Corporation:** X
FEID#: 59-3396497 **DUNS:** 96-633-9616 **Sales Tax Exemption State/No./ Expiration:**
 FL 85-8012538360C-9 07/2022

BUSINESS AND CREDIT INFORMATION

Primary business address: 390 N Orange Ave., Ste 700
City: Orlando **State:** FL **ZIP Code:** 32801
How long at current address? 2 years: 707 Mendham Blvd., Orlando FL 32825 6 1/2 years
Telephone: 407-531-1222 **Fax:** 407-708-1445 **E-mail:** lalvarez@careersourcecf.com

Bank name: Valley National Bank
Bank address: 450 South Orange Ave, STE 400 **Phone:** 407-2443100
City: Orlando **State:** FL **ZIP Code:** 32801
Type of account **Account number**
Savings
Checking 0223029428
Other


BUSINESS/TRADE REFERENCES

Company name: CDW GOVERNMENT, INC
Address: 230 N. Milwaukee Avenue
City: Vernon Hills **State:** IL **ZIP Code:** 60061
Phone: 800-808-4239 **Fax:** 312-705-8218 **E-mail:**
Type of account: Credit Account no. 4984402

Company name: Hewlett-Packard Company
Address: 3000 Hanover Street
City: Palo Alto **State:** CA **ZIP Code:** 94304-1185
Phone: 650-857-1501 **Fax:** 650-857-5518 **E-mail:**
Type of account: Credit Account no. 336432

Company name: American Express
Address: 200 Vesey Street
City: New York **State:** NY **ZIP Code:** 10285
Phone: 800-528-2122 **Fax:** 800-528-1222 **E-mail:**
Type of account: Credit Account no. 378292687021003

Company name: Staples
Address: DEPT ATL, P O BOX 530621
City: Atlanta **State:** GA **ZIP Code:** 30353-0621
Phone: 877-826-7755 **Fax:** **E-mail:**
Type of account: Credit Account no. 1034926

Signature: Leo Alvarez 
Printed Name: Leo Alvarez

Title: CFO
Date:

Addendum to Agreement between CSCF and inContact, Inc.

CareerSource Central Florida Contractor General Provisions, Certifications and Assurances

CareerSource Central Florida will not award a contract where the contractor has failed to accept the General Provisions, Certifications and Assurances contained in this section. This contract addendum ensures the inclusion and acknowledgement of the required Federal and State contracting and purchasing requirements which must be included in Workforce Board of Central Florida, d/b/a CareerSource Central Florida's (CareerSource) vendor agreements. This addendum will not extend the contract period or increase the contract amount described in the original agreement. CareerSource Central Florida is required to provide its vendors with the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained.

This Addendum is part of the attached Agreement by and between CareerSource Central Florida (CareerSource) and inContact, Inc. (Contractor or Vendor) for services described in the Service Contract, Quote Number Q-08355 attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Part 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted

Addendum to Agreement between CSCF and ahal Process, Inc.

immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.

- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS
Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

Addendum to Agreement between CSCF and aha! Process, Inc.

7. PUBLIC RECORDS

- a. To the extent Service Provider is acting on behalf of CareerSource Central Florida as provided under Subsection 119.011(2) of the Florida Statutes, Service Provider shall:
- i. Keep and maintain public records required by CareerSource Central Florida to perform the services under this Agreement.
 - ii. Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida 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 of the Florida Statutes or 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 Agreement if the Service Provider does not transfer the records to CareerSource Central Florida.
 - iv. Upon completion of the Agreement, transfer, at no cost, to CareerSource Central Florida all public records in possession of Service Provider or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Service Provider transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.
- b. If the Service Provider fails to provide the public records to CareerSource Central Florida within a reasonable time the Service Provider may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CareerSource Central Florida may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- c. IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CAREERSOURCE CENTRAL FLORIDA'S CUSTODIAN OF PUBLIC RECORDS (MS. ANN BEECHAM, CHIEF ADMINISTRATIVE OFFICER) AT:
- (407) 531-1222, EXT. 2010 OR
ABEECHAM@CAREERSOURCECF.COM OR
390 N. ORANGE AVENUE, ORLANDO, FL 32801

8. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency. For avoidance of doubt, no inventions will be made as part of the underlying agreement or contract.

9. MONITORING

Addendum to Agreement between CSCF and aha! Process, Inc.

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

10. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

11. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

13. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor, in accordance with the Agreement terms.

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In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

IN WITNESS WHEREOF, Contractor and Client have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: CAREERSOURCE CENTRAL FLORIDA

BY: *Pamela Nabors*

Pamela Nabors, President & CEO
Name Printed of Client Representative

Duly authorized for and on behalf of
CareerSource Central Florida

APPROVED BY: INCONTACT, INC.

BY: *Daniel Lloyd*

Daniel Lloyd, General Counsel
Name Printed of Contractor Authorized Representative

Duly authorized for and on behalf of
inContact, Inc.

APPROVED BY: INCONTACT, INC.

BY: *Ray Langhain*

Ray Langhain, Chief Financial Officer
Name Printed of Contractor Authorized Representative

Duly authorized for and on behalf of
inContact, Inc.

