



## CAREERSOURCE NORTH CENTRAL FLORIDA WORKSITE AGREEMENT

CareerSource North Central Florida, herein referenced as CareerSource NCFL, located at 1112 North Main Street, Gainesville, FL 32601 and

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

hereinafter referred to as the ORGANIZATION, agree to the following terms of this Agreement.

### **1. Program Overview**

The Worksite Project shall consist of paid work, wherein a worker referred by CAREERSOURCE NCFL to the ORGANIZATION is provided supervised work under an approved project. Under the guidance and supervision of the ORGANIZATION and in accordance with the position description and project plan attached hereto. It is understood by CAREERSOURCE NCFL and the ORGANIZATION that no legal employer-employee relationship is created or exists between the ORGANIZATION and the worker.

**Excluded activities:** No worker may operate a motor vehicle at any time during training hours.

### **2. Period of Agreement**

Worksite employment may occur over a period of time for which the project is approved. The specifics of weekly hours, compensation amounts and total duration of each project is in the attached project plan. **No worker shall begin work until this agreement is completed and executed between CAREERSOURCE NCFL and the ORGANIZATION.**

### **3. Training Period and Limitations**

Worker(s) may work up to 40 hours/wk, but no more than 300 hours total for a WIOA Youth Program participant. A worker's employment will extend for no longer than the end date of the approved project or the total cap, whichever comes first.

### **4. Responsibilities of ORGANIZATION**

The following are responsibilities of the ORGANIZATION.

**The ORGANIZATION accepts and agrees that it shall:**



- A. make available a suitable work environment at its site(s) and in the respective occupation(s) described in the project plan attached and hereby made a part of this agreement, for those eligible workers who are selected and referred to the ORGANIZATION by CAREERSOURCE NCFL.
- B. notify CAREERSOURCE NCFL immediately if any worker referred by CAREERSOURCE NCFL would be directly supervised by a member of that person's immediate family.
- C. assign worthwhile and meaningful assignments to workers during the entire time they are at the site in accordance with the approved project plan. Duties other than those in the approved project plan and the worker's job description must be predetermined and mutually agreed upon by the ORGANIZATION and CAREERSOURCE NCFL.
- D. direct and supervise each worker's activities in accordance with their position description(s).
- E. assure that it will have supervisory personnel who will act as site supervisors for each of the ORGANIZATION 's project sites so as to provide for continuous on-site supervision and training.
- F. orient and train their site Supervisory personnel including any alternate staff directly responsible for the supervision of workers as to the ORGANIZATION 's responsibilities and obligations under this Agreement.
- G. notify CAREERSOURCE NCFL immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the worker(s).
- H. be accountable for maintaining each worker's training hours, supervising the proper completion of attendance by each worker, approving attendance sheets if all the prior requirements are met, and assuring submission of attendance sheets in a timely manner in accordance with the payment procedures.
- I. require worker's conformance with the ORGANIZATION 's Personnel Rules of Conduct such as dress code, parking, etc.
- J. ensure that each worker is provided with relevant safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the ORGANIZATION 's regular employees, the worker shall be provided the same type of clothing and equipment. Local, state and applicable Federal health and safety standards shall be observed.
- K. notify the contact listed below immediately should an accident or injury occur at the training site affecting or involving a worker and require the worker to complete an accident report form.

**Name: Mary Crown**

**Phone: 352-955-2245 E-mail: mcrown@careersourcencfl.com**

**In the event of an Injury or any occasion when medical attention is needed you must immediately contact the Workers Compensation administrator, Amerisys at:**

**1-800-455-2079**

**give them the code: 2306 and then notify the CAREERSOURCE NCFL**



- L. contact for any problem or concern regarding a worker's performance at a site as soon as possible, but at least within 24 hours of when the problem is identified.
- M. ensure that workers receive fair and impartial treatment and shall not be subjected to harassment of any type or form.
- N. not discriminate against any worker, employee or applicant for employment because of race, color, religion, marital status, sex, national origin, age, creed, disability or political affiliation. The ORGANIZATION will take affirmative action to insure employees/workers are treated without regard to their race, color, religion, sex, national origin, age, creed, marital status, disability or political affiliation, or solely because of his/her status as an employee/worker under this contract. As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA: It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
- O. ensure that no current employed worker shall be displaced by a worker (including partial displacement such as reduction in the hours of non-overtime work wages or employment benefits), nor shall a worker be utilized in a job opening when any individual is on layoff from the same or any substantially equivalent job or when the ORGANIZATION has terminated the employment of a regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by utilizing a worker. Utilization of a worker under this contract may not infringe upon the promotional opportunities of currently employed individuals.
- P. ensure that none of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office. Workers shall not be employed on the construction, operation, or maintenance of any part of any facility that is used for religious instruction or worship. None of the funds provided under this Agreement shall be used for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Florida.
- Q. ensure that this agreement will not impair existing contracts for services or a collective bargaining agreement between the AGENCY and other parties, nor will this agreement assist, promote or deter union organization. A union concurrence agreement will be executed with union representation prior to establishing a training agreement.
- R. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of CAREERSOURCE NCFL.
- S. implement administrative controls to ensure that costs for wages and other costs that CAREERSOURCE NCF is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.
- T. ensure ORGANIZATION will retain all records pertaining to this agreement for five (5) years following the end of this Agreement period. The ORGANIZATION further agrees that if any litigation, audit or claim remains unresolved at the expiration of the aforementioned period, the records will be retained until all outstanding issues have been resolved.



- U. monitor to ensure that all workers at all sites are only performing activities as identified in the project plan attached hereto and that the ORGANIZATION is complying with this Agreement. The ORGANIZATION shall notify CAREERSOURCE NCFL of any changes to the required work hours, or project plan.
- V. immediately advise CAREERSOURCE NCFL in writing of any actions, suits, claims or grievances filed against the ORGANIZATION, CAREERSOURCE NCFL, State of Florida, federal officials or workers that in any way relate to this Agreement.
- W. allow CAREERSOURCE NCFL and/or authorized local, State and Federal representatives to have the right to monitor, audit, and review the progress of the project and any documents and records pertaining to the project for compliance with the terms of this contract. A synopsis of all monitoring visits will be documented in the ORGANIZATION 's file maintained by CAREERSOURCE NCFL.
- X. adhere to all employment and applicable labor laws. See <http://www.osha.gov> and <http://www.eeoc.gov> for details on OSHA and EEO laws.
- Y. maintain the confidentiality of any information regarding workers or their immediate families which may be obtained from forms, discussions or other sources. Without permission of the worker, such information shall be divulged only as necessary for purposes related to the performance of this Agreement.
- Z. consider all workers for any unsubsidized job openings which may occur with the ORGANIZATION, if said workers meet the necessary qualifications for the openings.

##### **5. Responsibilities of CAREERSOURCE NCFL**

The following are the responsibilities of CAREERSOURCE NCF.

##### **CAREERSOURCE NCFL accepts and agrees that it shall:**

- A. recruit, select and refer worker(s) eligible for the project to the ORGANIZATION for interview and selection.
- B. assist the site supervisor in resolving any problems concerning a worker's performance.
- C. hear all grievances concerning a worker's performance at the site in accordance with CAREERSOURCE NCFL's grievance procedures.
- D. provide counseling and supportive services to workers as the need is identified and budget allows.
- E. be responsible for distributing worker payments dependent on the ORGANIZATION 's and worker's timely submission of properly completed and signed attendance sheets.
- F. CAREERSOURCE NCFL shall be responsible for issuing payments for workers. Note: no fringe benefits or holiday pay is provided to individuals engaged in project employment. Standard rate of pay will apply for any hours worked during a holiday.
- G. monitor the activities under this Agreement at the project site(s) at reasonable hours and as frequently as the authorized representatives of CAREERSOURCE NCFL may deem necessary. Require



corrective action within specified time periods or remove workers from project sites without prior notice other than a written notification to be delivered to the ORGANIZATION at the time of the removal. This action may be taken when, CAREERSOURCE NCFL the Governor of the State of Florida, or the Department of Labor (DOL) finds serious or continual violations of rules or laws, where violations are not being remedied, or where CAREERSOURCE NCFL, the Governor of the State of Florida, or DOL find noncompliance on any of the terms or conditions under this Agreement.

H. furnish the ORGANIZATION with copies of all procedures, forms, etc. which it deems necessary for the proper conduct by the ORGANIZATION.

**6. Hold Harmless:** The ORGANIZATION shall hold harmless CAREERSOURCE NCFL, its officers, agency employees, and funding sources from any and all liabilities and claims of any kind, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the ORGANIZATION, its agents, representatives or employees. The ORGANIZATION assumes responsibility for any adverse liabilities (including back pay judgments) emanating from any complaint or non-compliance or fraud and abuse found against the ORGANIZATION.

**7. Nepotism:** The ORGANIZATION shall certify that no member of a worker's immediate family is engaged as an owner or in a major stockholder capacity for the ORGANIZATION, or will directly supervise a related worker. For the purpose of this policy, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to a worker's spouse. (20 CFR 667.200(g))

**8. Changes to the Agreement:** This agreement may be modified or amended as necessary by the issuance of a written modification, signed and dated by both parties.

**9. Termination for Convenience:**

CAREERSOURCE NCFL or the ORGANIZATION may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of a termination for convenience, CAREERSOURCE NCFL shall be responsible for any outstanding allowable costs incurred up through the date of the termination. The ORGANIZATION shall be responsible for their training obligations up through the date of termination.

**10. Termination for Cause:** CAREERSOURCE NCFL may terminate immediately the whole or any part of this Agreement if the ORGANIZATION fails to carry out the project plan as determined by CAREERSOURCE NCFL. If, through any cause, the ORGANIZATION fails to fulfill the obligations under this Agreement, or if the ORGANIZATION violates any covenants or stipulations of this Agreement, CAREERSOURCE NCFL shall thereupon have the right to terminate this Agreement by giving written notice to the ORGANIZATION of such termination.

**11. Termination for Non-Performance:** Failure to comply with any of the terms and conditions of this Agreement shall constitute grounds for termination. This agreement may be terminated for non-performance for either the ORGANIZATION or CAREERSOURCE NCFL, or following written notice to the other party. Such notice must be posted by the other party and must be posted by certified mail/return receipt requested, and reason(s) for termination.



**12. Governmental Rules and Regulations:**

The ORGANIZATION warrants the performance of all obligations specified in this Agreement in accordance with the terms and conditions of any and all Federal and State rules and regulations now existing or hereafter promulgated which are applicable to the performance of this Agreement. Official publication of such rules and regulations shall be deemed to be sufficient notice.

**13. Certification Regarding Debarment:** This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211). By submission of this Agreement the ORGANIZATION certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or ORGANIZATION.

**14. Notice:** Other than as provided herein, notice shall be required to be given to CAREERSOURCE NCFL under this Agreement, and shall be sufficient when hand delivered or mailed to CAREERSOURCE NCFL at its office at 1112 North Main Street, Gainesville, FL 32601 Attn: Program Manager. All notices required to be given to the ORGANIZATION under this Agreement shall be sufficient when hand delivered or mailed to the ORGANIZATION at its office located at the address identified in the introductory paragraph, page one (1) of this Agreement.

**15. Controlling Laws:** This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

**16. Stevens Amendment:** This agreement is funded in whole by the Department of Labor. No funding associated with the execution of this agreement is from a non-federal source.

**IN WITNESS WHEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.**

**The provisions of this agreement shall begin on \_\_\_\_\_ (or the latter of the signatures below) and terminate on \_\_\_\_\_.**

**CareerSource North Central Florida CEO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date