



Worksite Agreement

Career StartUp

Agreement# PWE2023-16

This agreement ("Agreement") is entered between:

Suncoast Workforce Board, Inc. dba CareerSource Suncoast, a Florida Not for Profit Corporation, (hereinafter referred to as "CSS"), whose address is: 3660 N. Washington Blvd., Sarasota, FL 34234 and The City of North Port (hereinafter referred to as "Worksite Partner")

whose address is: 4970 City Hall Blvd., North Port, FL 34286

for the purpose of providing a paid work-experience opportunity to Manatee and Sarasota County youth residents ages 14-24 years of age.

I. AUTHORITY

The Agreement is executed pursuant to The Temporary Assistance for Needy Families (TANF) Final Rule 260.20 (45 CFR Parts 260-265) and the Workforce Innovation and Opportunity Act (WIOA) (sec 134(c)(2)(A)(xii)(VII)) (CFR 20 part 680.180).

II. TERM

This agreement is effective 04/23/2024 through 06/30/2025, or the last date executed by both parties, whichever is later. Neither this agreement, attachment nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

III. WORK DESCRIPTION

1. CSS will serve as the Administrative Entity to provide the overall guidance for the Career Start-Up paid work experience (PWE) program. CSS will conduct the program requirements of the project and will recruit, determine and document program eligibility, and match participants to employment opportunities. Only participants determined eligible and referred by CSS to the Worksite Partner can be considered for hire under this project. To ensure program assistance and compliance, a CSS work site representative may visit the Employee and Worksite Partner at regular intervals.
2. CSS will serve as the employer of record and place the CSS referred PWE participant with the Worksite Partner. CSS is responsible for handling payroll, benefits, Worker Compensation and Unemployment Compensation for Employees as well as dealing with Employee personnel matters concerning their performance while on assignment with the Worksite Partner.
3. CSS can reimburse Worksite Partners for background checks for CSS referred Employees if it is required as a condition of employment for all other Worksite Partner Employees performing the same or similar duties. The Worksite partner will submit an Invoice to CSS for the background checks for the CSS referred employees.
4. CSS may complete a background check upon the worksite employer's request; however, the specifics of the background results cannot be provided to the worksite, only confirmation of a background check completed can be provided.

5. **WORKSITE PARTNER:** Entity responsible for direction and supervision of the Employee(s) at the designated worksite. Point of Contact will be indicated on each client's Training Plan-Job Description form (Attachment 1). The parties agree that the Worksite Partner shall direct and supervise the Employee(s) and shall ensure all work is directly related to the approved Training Plan/Job description form.
6. **EMPLOYEE:** CSS referred participant temporarily employed by CSS for the PWE for specific jobs approved. A participant served under this Agreement will be referred to as an "Employee." A Job Description will be written and maintained at the worksite by the Worksite Partner for each Employee served under this Agreement.
7. **TRAINING PLAN/JOB DESCRIPTION FORM:** The work undertaken in this Agreement is more specifically defined in the Training Plan/Job Description forms (Attachment 1) and is subject to review and approval by CSS. Job Description(s) shall by reference be made a part of this Agreement.
8. **MAXIMUM EMPLOYMENT:** Unless otherwise notified in writing by CSS, the maximum employment for any one Employee under this Agreement cannot exceed the hours and duration indicated on the approved Training Plan/Job Description form. Each Employee's Plan/Job Description form will have their maximum allotted hours, hourly rate, and duration of the employment.
 - a. It is the Worksite Partners responsibility to track the client's completed hours and communicate the hours to CSS in a timely manner. Failure to track and communicate the remaining hours to CSS may result in the Worksite partner being responsible for payment of the additional wages attributable to exceeding the maximum employment limits stated in this clause.
 - b. The Worksite Partner agrees to provide immediate response to CSS notices of an Employee reaching the maximum allowable employment limits, or termination of employment and to release the Employee from the worksite in a timely manner in accordance with the notice. Failure of the Worksite Partner to respond as stated herein may result in the Worksite Partner being responsible for payment of the additional wages attributable to exceeding the maximum employment limits stated in this clause.

IV. WORKSITE EMPLOYER REQUIREMENTS

The Worksite Partner shall abide by all requirements listed below, as well as all requirements listed in section, VIII.MISCELLANEOUS PROVISIONS.

1. **EMPLOYEE START DATE:** The Worksite Partner will not start any Employee at work until they have been assigned by CSS.
2. **EQUAL OPPORTUNITY:** The Worksite Partner shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
3. **POLICY AND PROCEDURES:** The Worksite Partner will provide a copy of its policy and/or procedures to the Employee covering any specific rules or regulations by which the Employee is expected to abide within 5 days after Employee begins work at the site.
4. **WORK WEEK/PAY-CYCLE:** The work week runs from Sunday through Saturday and runs on a Bi-weekly pay cycle.
5. **TIME KEEPING:** The Worksite Partner shall provide the appropriate documentation (electronic signed/approved timesheets) to CSS.

- a) All hours must be rounded to the nearest quarter hour on a daily basis. Worksite supervisor or alternate supervisor shall sign/approve time and attendance records on a bi-weekly basis, verifying the accuracy of time worked.
 - b) Employee worksite timesheets (Time and Attendance) are to be submitted to CSS bi-weekly on pay-period ending Saturday by close of Business (COB).
 - c) Worksite Partner agrees to accept direct fiscal responsibility for overpayment of Employee wages resulting from negligence and/or misrepresentation of actual time worked.
 - d) Worksite must ensure Employee does not exceed their approved weekly hours indicated on the Training Plan-Job Description form (Attachment 1). Overtime hours are not permitted under any circumstances. Worksite will be responsible for payment of any overtime hour cost incurred.
6. **HOLIDAYS / INCLEMENT WEATHER:** There are no provisions for the Employee to be paid for legal holidays or loss of work hours due to inclement weather. All legal holidays that fall within the program period should be recognized as days off without pay. Any loss of hours due to inclement weather will be unpaid.
 7. **WORKSITE REQUIREMENTS:** The Worksite Partner also agrees to operate the worksite in accordance with the provisions, conditions and specifications as follows:
 - a) To provide adequate supervision at the worksite(s) of the assigned Employees.
 - b) To inform CSS of any Employee(s) who terminate from or fail to show up for work within 24 hours of termination or failure to show up.
 - c) Provide the necessary orientation, training, supervision, and mentoring/coaching always, precautionary safety instructions in the performance of the CSS Employee(s) duties, as stated in the job description.
 - d) The Worksite Host must enable participant to obtain the knowledge and skills essential to adequate levels of performance on the job in accordance with the Job Description.
 - e) Worksite Host certifies that no participant's immediate family member will directly supervise any participant(s) referred by CareerSource Suncoast.
 - f) The Worksite Host shall not disclose the WIOA participant's status as a recipient of workforce development funds to anyone other than personnel authorized by CareerSource Suncoast.
 8. **HEALTH AND SAFETY STANDARDS:** The Worksite Partner assures that appropriate standards for health and safety will be maintained, to file injury reports when applicable and immediately advise CSS.
 9. **SECTARIAN OR POLITICAL ACTIVITIES:** ensure that no assigned temporary Employee will be involved in any sectarian or political activities.
 10. **WORKSITE RELOCATION:** Funds can not be used to encourage or induce relocation.
 11. **OFFERS OF EMPLOYMENT:** In the event the Worksite Host is requesting to hire the CSS participant(s), Worksite Host will inform the CSS contact person. A CSS program participant cannot be a Worksite employee and be a CSS Employee under the employment program concurrently.

V. Worker Compensation

In accordance with Section 445.009, Florida Statutes (F.S.), a participant in a youth work experience activity administered under this section will be deemed an employee of the state for purposes of workers' compensation coverage. In determining the average weekly wage, all remuneration received from the employer shall be considered a gratuity, and the participant shall not be entitled to any benefits otherwise payable under s. 440.15, F.S., regardless of whether the participant may be receiving wages and remuneration from other employment with another employer and regardless of his or her future wage-earning capacity.

AmeriSys is the state's workers' compensation provider. To report a work-related injury, Worksite Partner will notify CSS and complete a First Report of Injury or Illness form (Attachment 2). The Worksite Partner will call **AmeriSys at 1-800-455-2079**. The Worksite Partner will be asked to provide a four-digit code to identify the program area of the injured employee. The location code for which workers' compensation coverage is required for any youth in the PWE under TANF funding is **2305**, for WIOA funding use code **2306**. Please refer to individual's Training Plan / Job Description for which category they are in. **All documentation must be provided and reported within twenty-four (24) hours of the injury/illness occurring.**

VI. TERMINATION

1. CSS reserves the right to terminate this agreement without penalty upon five (5) days prior written notice to the other party. Written notification of termination may be sent via email or by mail, return receipt requested. In this case, the Worksite Partner will continue to provide contracted services during the notification period and CSS will pay for the services provided up to and including the effective date of termination.
2. CSS may unilaterally terminate this agreement if it is determined that:
 - a) Worksite fails to provide any of the services it has contracted to provide
 - b) Worksite fails to comply with the provisions of this modified agreement
 - c) Such termination is in the best interest of the Board.
3. CSS may unilaterally terminate or modify this 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 agreement is funded.
4. CSS will be relieved of all obligations under the said agreement and will only be required to pay that amount of the agreement performed to the date of the termination.
5. In the event this agreement is terminated for cause, the Worksite shall be deemed to be in default and liable for damages sustained for any breach of this agreement by the Worksite, including court costs and attorney fees, when cause is attributable to the Worksite.
6. 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 Suncoast shall notify the Worksite Host of such occurrence, and CareerSource Suncoast may terminate this Agreement, without penalty or expense to CareerSource Suncoast, upon no less than twenty-hours (24) hours written notice to the Worksite Host.

VII. COMMUNICATION and PROGRAM MANAGEMENT

WORKSITE PARTNER

The following individuals shall serve as the Worksite points of contact for the parties regarding this agreement. The purpose of this is to provide agreement oversight and technical direction

Worksite Address: 4970 City Hall Blvd., North Port, FL 34286

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|--------------------------|
| Primary Contact |
| Christine McDade |
| Printed Name |
| Human Resources Director |
| Title |
| 941.429.7136 |
| Phone |
| CMcDade@NorthPortFL.gov |
| Email Address |

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|--------------------------|
| Secondary Contact |
| Deborah Hope |
| Printed Name |
| Human Resources Manager |
| Title |
| 941.429.7219 |
| Phone |
| DHope@NorthPortFL.gov |
| Email Address |

CSS

The following individuals shall serve as the CSS points of contact for the parties regarding this agreement. The purpose of this is to provide agreement oversight and technical direction.

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|---|
| Primary Contact |
| Karima Hability |
| Printed Name |
| Business and Economic Development Manager |
| Title |
| 941.358.4200, x3109 |
| Phone |
| khability@careersourcesc.com |
| Email Address |

| |
|--------------------------------|
| Secondary Contact |
| Alicia Cruz-Otero |
| Printed Name |
| Youth Development Manager |
| Title |
| 941.358.4200, x2221 |
| Phone |
| acruz-otero@careersourcesc.com |
| Email Address |

VIII. MISCELLANEOUS PROVISIONS

1. **CHANGES:** Modification or amendment of the Terms of this Agreement shall be in writing, executed by all parties to this Agreement by use of the Contract/Agreement Modification form (Attachment 3).
2. **ATTESTATION REGARDING EMPLOYMENT OF EMPLOYEE:** The Worksite Partner hereby acknowledges and certifies that assigned Employee(s) served under this Agreement are not, and cannot be, presently employed or presently on a layoff status subject to recall or other similar status with the Worksite Partner. No currently employed worker shall be displaced by any assigned Employee, including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits. Nor infringe in any way upon the promotional opportunities of currently employed individuals
3. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Worksite Partner shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CSS, and/or designated representatives of Federal and State

agencies and shall be retained by the Worksite Partner for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

4. **COMPLIANCE WITH STATUTES:** It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.
5. **ASSIGNMENTS:** Worksite Partner shall not assign any portion of this Agreement without the express written consent of CSS.

IX. REGULATORY AND POLICY PROVISIONS

In entering into this Agreement, the Worksite Partner hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

1. **MAINTENANCE OF EFFORT:** The Worksite Partner assures that it will grant access to worksite monitors and accepts that this Agreement only provides for employment opportunities to individuals referred by CSS through a signed CSS Training Plan/Job Description form.
2. **COLLECTIVE BARGAINING AND UNION ACTIVITIES:** The Worksite Partner assures that this Agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite Partner and other parties. Worksite Partner shall not use any funds appropriated under this Agreement or Amendments hereto to assist, promote, or deter union organizing. No Worksite or participant may be placed into or remain work in any position or work activity which is affected by labor disputes involving a work stoppage. Worksite shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage. Worksite shall not require any participant or recipient in a position funded by this Agreement to join a union in order to receive services unless the participant or recipient is subject to a collective bargaining agreement containing a union security provision.
3. **LOBBYING AND POLITICAL ACTIVITIES:** The Worksite Partner assures that this Agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
4. **CLAIMS AND GRIEVANCES:** The Worksite Partner will immediately advise CSS in writing of any actions, suits, claims or grievances filed against the Worksite Partner, CSS, and State of Florida, Federal officials, or participating Employees that in any way relates to this Agreement.

X. TERMS AND CONDITIONS

1. The Worksite has the necessary and required authority to enter into this Agreement with CareerSource Suncoast.
2. The Worksite shall comply with the Employment (title I), State & Local Government (title II) and Public accommodations and Commercial Facilities (title III) of the Americans with Disabilities Act (ADA) of 1990. Current standards are located on the website at ADA.gov homepage.
3. **Equal Employment Opportunity Act:** The Worksite shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency),

age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity.

The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

4. Debarment and Suspension (E.O.'s 12549 and 12689) —No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Worksite with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
5. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) —All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractor and Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
6. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) —When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Worksite shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Worksite shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
7. Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333) —Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the

wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): Worksite who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
9. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended: Contracts of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. To adhere to applicable wage and hour regulations including but not limited to: Fair Labor Standards Act of 1938 (et seq.), Occupational Safety and Health Act of 1970 (et seq.), Copeland “Anti-kickback” Act, Davis-Bacon Act (et seq.), Contract Work Hours and Safety Standards Act.
11. To maintain the confidentiality of all information regarding Employee or their immediate families that by law are not subject to public disclosure under Article 1, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.
12. The Worksite and their agents or anyone directly or indirectly employed by either, has and/or will obtain and maintain in force and effect throughout the term of this Agreement, all certificates, licenses, or permits necessary for the Worksite to fulfill the obligations herein or as required by any applicable federal, state, or local law, regulation or ordinance or any professional organization.
13. Neither this Agreement nor the Worksite performance of its obligations hereunder will place the Worksite in breach of any other contract or obligation and will not violate the rights of any third party.
14. All data, reports, job files, logs, computer printouts, electronic files, the Worksite submittals, summaries, memoranda and all other written work, documents, instruments, information, and materials (collectively “written work”) prepared or accumulated by the Worksite especially for the Services rendered under this Agreement shall be the sole property of CSS. CSS may reuse the written work at no additional cost, and CSS shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that the Worksite shall in no way be liable or legally responsible to anyone for CSS use of any written work on another project.

15. Upon completion of the Agreement, the Worksite agrees to deliver to CSS, or at any other time CSS may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to CSS, which the Worksite may possess or have under his or her control and which may have been produced prior to and including the date of termination. The Worksite shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section. If the Worksite have questions regarding the application of chapter 119, Florida statutes, regarding their duty to provide public records relating to this agreement, contact CSS' Custodian of Public Records at 1112 Manatee Ave E., Bradenton FL. 34208. Email address: accounting@careersourcesc.com
16. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
17. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.
18. The Worksite shall comply with all applicable Federal, State, and local laws, rules, and regulations.
19. The Worksite shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
20. The Worksite are aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has the Worksite been convicted of a Public Entity Crime. The Worksite agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by CSS.
21. The Worksite affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has the Worksite been placed on the Discriminatory Vendor List.
22. This Agreement may not be assigned by either party without the prior written consent of the other.
23. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof and is not intended to confer upon any person other than the parties any rights or remedies hereunder.
24. **Veteran's Priority of Service Provisions:** The Worksite agrees to be governed by the requirements of the Jobs for Veterans Act (PUB. L. 107-288) (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132, Jobs for Veterans Act (JVA) provides pursuant to 20 CFR part 1010, the priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by the Department of Labor (DOL). The Worksite agrees, in circumstances, where the Worksite must choose between two equally, qualified candidates for training, one of who is a veteran, the JVA requires the Worksite to give the veteran priority of service by admitting him or her into the program. To obtain priority of service, a veteran or spouses of certain veterans must meet the program's eligibility requirements. The Worksite must comply with DOL and state of Florida guidance.
25. **Program Names, Signage, Publicity, and Publication:** The Worksite may not undertake any publicity or publish for public consumption any results or information about its program or the

Worksite without prior review by CSS All radio and television announcements/advertisements and general newspaper articles and advertisements will be coordinated through CSS.

In accordance with the Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505), when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act included, but not limited to State and local governments and Worksite of Federal grants shall clearly state:

- a) The percentage of the total costs of the program or project which will be financed with Federal money.
- b) The dollar amount of Federal funds for the project or program.
- c) The percentage and dollar amount of the total costs of the project or programs that will be financed by nongovernmental sources.

26. Key Person or Persons: Prior to execution of this agreement, the Worksite shall advise CSS, through the CEO, in writing, of any Key Person or Persons assigned to performance and implementation of this agreement. CSS or the CEO may reject a Key Person and the Worksite shall assign another individual to this agreement. The CSS Board or CEO may exercise this right during the term of this agreement if the CSS Board or CEO, determines, in their sole discretion, that the Key Person is not satisfactorily performing his or her duties under this agreement.

27. Nepotism - Prohibition in Employment: Worksite may not hire a person in an administrative capacity, staff position, work experience, work supplementation or on-the-job training position if a member of that person's immediate family is employed in an administrative capacity for CSS or the Worksite. Prior to employing or assigning any individual to any position or activity related to any of Worksite employees a written request shall be forwarded to CSS seeking a written opinion regarding the allowability of the desired action on the part of Worksite. Worksite shall be bound by the written opinion issued by CSS. Where the Worksite nepotism guidelines or law are more stringent than the above requirement, these guidelines or state law shall be followed instead. Neither Worksite nor any individual whose salary is funded in whole or in part under this agreement, or who is responsible for carrying out the obligations under this agreement for the Worksite shall enter into a contract and/or purchase goods and/or services with funds made available under this agreement from a member of that individual's immediate family.

28. Prohibition - Criminal Activities: Worksite shall not serve ineligible individuals, embezzle, willfully misapply, steal, or obtain by fraud any monies, funds, assets, or property which are the subject of this Agreement or Amendments hereto. If Worksite violates this provision, Worksite shall be subject to the sanctions and to applicable criminal provisions of Florida State Statutes and the United States Code. The Worksite shall also be subject to the immediate suspension of payments by CSS under this Agreement and Amendments thereto and immediate termination by CSS of this Agreement and any Amendments hereto.

29. Prohibition - Solicitations and Gratuities: Worksite agrees and understands that no officer or employee of Worksite shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential contractor or employer or from any staff person or elected official connected with CSS or their governing boards.

30. Prohibition - the Payment of Fees: Worksite agrees and understands that no funds provided for by this Agreement or Amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a program except as may be provided in accordance with this agreement.

31. Trafficking Victims Protection Act of 2000: Pursuant to 2 CFR 175.15(b), during the term of this Agreement, Worksite, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of any Statement of Work made pursuant to this Agreement.
32. Certification Regarding Environmental Tobacco Smoke: Pursuant to Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the ProChildren Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18.
33. Working Conditions: Worksite agrees that conditions of work activities, employment and/or training will be appropriate and reasonable regarding the type of work, the geographical region, and the proficiency of the Worksite.
34. Conflict of Interest: Worksite asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CSS member or other elected official in order to obtain this contract award. Worksite asserts and assures that it is in compliance with the Florida Statutes conflict of interest restrictions.
35. Code of Conduct: Worksite agrees to abide by CSS's Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within CSS's own Code of Conduct. It is the Worksite responsibility to request and secure a copy of the Code of Conduct. Neither Worksite nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Worksite loyal and conscientious exercise of judgment related to performance under this agreement. Worksite agrees that none of its officers or employees shall during the term of this agreement serve as an expert witness against CSS, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSS or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
36. Worksite shall perform its duties, obligations, and Services under this agreement in a skillful, respectable, and cost-conscious manner. The quality of Worksite performance and all interim and final product(s) provided to or on behalf of CSS shall be comparable to the best local, state, and national Services.
37. Drug Free Workplace: The Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR 182 require that all organizations receiving funds from any Federal agency maintain a drug-free workplace. The Worksite must notify the person listed under Notice if an employee of the Worksite is convicted of violating a criminal drug statute.
38. Energy Efficiency: The Worksite shall 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 (Clear 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); h) compliance with mandatory standards and policies relating to energy efficiency which are contained the State of Florida's Energy Conservation Plan, (P.L.94-163); and h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

39. Whistleblower Protection: No employee of an organization receiving funds under WIOA may be discharged, demoted, or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste, a substantial and specific danger to public safety related to the implementation; or an abuse of authority; or a violation of law, rule or regulation related to a contract awarded. Worksite shall refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, Worksite, subcontractor, or other person who has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (Whistleblower Protection Act of 1989).
40. The Worksite shall defend, indemnify, and hold harmless CSS, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from:
- a) The performance of Services under this Agreement by Worksite or any person or organization directly, or indirectly, employed by Worksite to perform or furnish any of the Services or anyone for whose acts any of them may be liable.
 - b) Breach of the terms of this Agreement by Worksite or any person or organization directly, or indirectly, employed by Worksite to perform or furnish any of the Services or anyone for whose acts any of them may be liable.
 - c) Violations of applicable law by any person or organization directly or indirectly employed by Worksite to perform or furnish any Services under this Agreement or anyone for whose acts any of them may be liable.
 - d) Disease or death of third parties (including CSS employees and agents and those of Worksite), or damage to property to the extent attributable to the negligence or misconduct of Worksite or any person or organization directly, or indirectly, employed by Worksite to perform or furnish any of the Services under this Agreement or anyone for whose acts any of them may be liable.

CSS' limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of CSS beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CSS' sovereign immunity under section 768.28, Florida Statutes.

In no event shall CSS be liable to Worksite for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

The Worksite is fully responsible to CSS for all acts and omissions of their employees, agents, servants, employees, suppliers, or subcontractor or other persons directly or indirectly employed by its employees, agents, servants, employees, suppliers, or subcontractor to perform the Services under this Agreement. Nothing in this Agreement shall create any contractual relationship between CSS and any such employees, agents, servants, employees, suppliers, or subcontractor, nor shall it create any obligation on the part of CSS to pay or cause the payment of any money due to any employees, agents, servants, employees, suppliers, or subcontractor except as otherwise required by law.

IN WITNESS THEREOF, the parties hereto agree to the terms and conditions stated above and have caused this Agreement to be executed by their undersigned officials as duly authorized to bind their party into a contractual agreement as of the Effective Date first stated above.

| |
|--------------------------------|
| <u>Worksite Partner</u> |
| _____ |
| Authorized Signature |
| A. Jerome Fletcher II |
| _____ |
| Printed Name |
| City Manager |
| _____ |
| Printed Title |
| _____ |
| Date |

| |
|--|
| <u>CareerSource Suncoast</u> |
| <i>Joshua Matlock</i> |
| _____ |
| Joshua Matlock (Apr 9, 2024 15:14 EDT) |
| Authorized Signature (CSS Officer) |
| Joshua Matlock |
| _____ |
| Printed Name |
| President & CEO |
| _____ |
| Printed Title |
| 04/09/2024 |
| _____ |
| Date |

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST:

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY



Training Plan / Job Description

Career StartUp

To Be Completed by CSS Staff:

1. Client Name: _____
2. Last Four SSN: _____
3. Client Phone: _____
4. Client Email: _____
5. Agreement #: _____
6. Funding Source: _____
7. Worksite Name: _____
8. Worksite Address: _____
9. Worksite Phone: _____
10. Worksite Email: _____
11. Supervisor's Name / Title: _____
12. Employee's Job Title: _____
13. Hourly Rate: _____
14. Hours Per Week: _____
15. Weekly Schedule (Indicate Begin-End time per day):
Sun _____ Mon _____ Tue _____ Wed _____
Thu _____ Fri _____ Sat _____
16. Occupational Education Component (Job Description/Skills to Acquire):
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
17. Are Tools / Uniforms Required? Yes (*Please identify below*) No Employer Provided

Employee Employment Details:

1. Employment Period: Start Date: _____ End Date: _____
2. Total Maximum Hours per week: _____
3. Total Employment Hours Allowed: _____
4. Workers Compensation Location Code: _____

To report a work-related injury, the Worksite Partner will call **AmeriSys at 1-800-455-2079**. The Worksite Partner will be asked to provide a four-digit code to identify the program area of the injured employee.

Worksite Partner will notify CSS and complete a First Report of Injury or Illness form (DFS-F2-DWC-1). Any incident must be reported, and documentation provided within twenty-four (24) hours.

Employee Employment Details (continued):

5. Worksite representative(s) who will be signing/authorizing the weekly time sheets:

| | | |
|--------------------|---------------------|------------------------|
| _____ Job Title | _____ Print Name | _____ Email Address |
| _____ Job Title | _____ Print Name | _____ Email Address |
| _____ Job Title | _____ Print Name | _____ Email Address |

Academic Educational Component:

1. CSS Provided:

2 Employer Provided:

These signatures below acknowledge the approved Youth Employment positions, job description and duration for the specified client under the CSS funded program.

| | | |
|--------------------------------------|-----------------------------------|---------------|
| _____ Client Printed Name | _____ Client Signature | _____ Date |
| _____ Worksite Staff Printed Name | _____ Worksite Staff Signature | _____ Date |
| _____ CSS Staff Printed Name | _____ CSS Staff Signature | _____ Date |
| _____ CSS CEO/COO Printed Name | _____ CSS CEO/COO Signature | _____ Date |

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

FIRST REPORT OF INJURY OR ILLNESS

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

For assistance call 1-800-342-1741
or contact your local EAO Office

| | | |
|---------------------------------------|-----------------------|------------------------|
| RECEIVED BY CLAIMS-HANDLING ENTITY | SENT TO DIVISION DATE | DIVISION RECEIVED DATE |
| | | |

PLEASE PRINT OR TYPE

EMPLOYEE INFORMATION

| | | | |
|--|--|-----------------------------------|---|
| NAME (First, Middle, Last) | Social Security Number | Date of Accident (Month-Day-Year) | Time of Accident <input type="checkbox"/> AM <input type="checkbox"/> PM |
| HOME ADDRESS Street/Apt #: _____ City: _____ State: _____ Zip: _____ | EMPLOYEE'S DESCRIPTION OF ACCIDENT (Include Cause of Injury) | | |
| TELEPHONE Area Code Number | | | |
| OCCUPATION | INJURY/ILLNESS THAT OCCURRED | PART OF BODY AFFECTED | |
| DATE OF BIRTH ____/____/____ | SEX <input type="checkbox"/> M <input type="checkbox"/> F | | |

EMPLOYER INFORMATION

| | | |
|--|---|--|
| COMPANY NAME: _____ D. B. A.: _____ Street: _____ City: _____ State: _____ Zip: _____ | FEDERAL I.D. NUMBER (FEIN) | DATE FIRST REPORTED (Month/Day/Year) |
| TELEPHONE Area Code Number | NATURE OF BUSINESS | POLICY/MEMBER NUMBER |
| EMPLOYER'S LOCATION ADDRESS (If different) Street: _____ City: _____ State: _____ Zip: _____ LOCATION # (If applicable) _____ | DATE EMPLOYED ____/____/____ | PAID FOR DATE OF INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO |
| PLACE OF ACCIDENT (Street, City, State, Zip) Street: _____ City: _____ State: _____ Zip: _____ COUNTY OF ACCIDENT _____ | LAST DATE EMPLOYEE WORKED ____/____/____ RETURNED TO WORK <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, GIVE DATE ____/____/____ | WILL YOU CONTINUE TO PAY WAGES INSTEAD OF WORKERS' COMP? <input type="checkbox"/> YES LAST DAY WAGES WILL BE PAID INSTEAD OF WORKERS' COMP ____/____/____ |
| Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information commits insurance fraud, punishable as provided in s. 817.234, Section 440.105(7), F.S. I have reviewed, understand and acknowledge the above statement. _____ EMPLOYEE SIGNATURE (If available to sign) _____ DATE _____ _____ EMPLOYER SIGNATURE _____ DATE _____ | DATE OF DEATH (If applicable) ____/____/____ AGREE WITH DESCRIPTION OF ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO | RATE OF PAY <input type="checkbox"/> HR <input type="checkbox"/> WK \$ _____ PER <input type="checkbox"/> DAY <input type="checkbox"/> MO Number of hours per day _____ Number of hours per week _____ Number of days per week _____ |
| | | NAME, ADDRESS AND TELEPHONE OF PHYSICIAN OR HOSPITAL |
| | | AUTHORIZED BY EMPLOYER <input type="checkbox"/> YES <input type="checkbox"/> NO |

CLAIMS-HANDLING ENTITY INFORMATION

| | |
|---|---|
| <input type="checkbox"/> 1(a) Denied Case - DWC-12, Notice of Denial Attached | <input type="checkbox"/> 2. Medical Only which became Lost Time Case (Complete all required information in #3) |
| <input type="checkbox"/> 1(b) Indemnity Only Denied Case - DWC-12, Notice of Denial Attached | Employee's 8 TH Day of Disability _____/_____/_____ Entity's Knowledge of 8 TH Day of Disability _____/_____/_____ <input type="checkbox"/> 3. Lost Time Case - 1st day of disability _____/_____/_____ Full Salary in lieu of comp? <input type="checkbox"/> YES Full Salary End Date _____/_____/_____ Date First Payment Mailed _____/_____/_____ AWW _____ Comp Rate _____ |
| <input type="checkbox"/> T.T. <input type="checkbox"/> T.T. - 80% <input type="checkbox"/> T.P. <input type="checkbox"/> I.B. <input type="checkbox"/> P.T. <input type="checkbox"/> DEATH <input type="checkbox"/> SETTLEMENT ONLY Penalty Amount Paid in 1 st Payment \$ _____ Interest Amount Paid in 1 st Payment \$ _____ | |

| | | | |
|-----------------------|-------------------------------|-----------------------|--|
| REMARKS: | | | INSURER NAME |
| | | | CLAIMS-HANDLING ENTITY NAME, ADDRESS & TELEPHONE |
| INSURER CODE # | EMPLOYEE'S CLASS CODE | EMPLOYER'S NAICS CODE | |
| SERVICE CO/TPA CODE # | CLAIMS-HANDLING ENTITY FILE # | | |

DWC-1 Purpose and Use Statement

The collection of the social security number on this form is specifically authorized by Section 440.185(2), Florida Statutes. The social security number will be used as a unique identifier in Division of Workers' Compensation database systems for individuals who have claimed benefits under Chapter 440, Florida Statutes. It will also be used to identify information and documents in those database systems regarding individuals who have claimed benefits under Chapter 440, Florida Statutes, for internal agency tracking purposes and for purposes of responding to both public records requests and subpoenas that require production of specified documents. The social security number may also be used for any other purpose specifically required or authorized by state or federal law.

Attachment 2



Contract/Agreement Modification

Choose the type of contract that will be modified

Internship/Work Exp.
 On the Job Training
 CT / IWT
 Transitional

| | |
|--------------------------|------------------------------------|
| _____ Employer Name | _____ Effective Date |
| _____ Address | _____ Contract/Agreement Number |
| _____ City, State Zip | _____ Modification Number |

Items being modified:

Date Change New Begin Date: _____ New End Date: _____
 CareerSource Suncoast Contribution Changed to: \$ _____
 Change in the number of participants (CT / IWT) new total of participants: _____
 Other Change: _____

Explanation for contract changes:

This modification is effective on the above date. Except as hereby modified, all terms and conditions of the original contract remain unchanged and in full force and effect.

Worksite

Authorized Signature

Printed Name

Title

Date

CareerSource Suncoast

Authorized Signature (CSS Officer)

Printed Name

Title

Date

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.