



Worksite Agreement National Emergency Dislocated Worker Grant

Agreement# _____

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

Catalyst QLM LLC dba as Quality Labor Management (hereinafter referred to as “QLM”),

whose address is: 3016 US Highway 301 N.; Suite 500; Tampa, FL 33619

and

_____ (hereinafter referred to as “Worksite Partner”)

whose address is: _____

for the purpose of providing disaster recovery and clean-up efforts.

I. AUTHORITY

The Agreement is executed pursuant to The Workforce Innovation and Opportunity Act (PL 113-128 (29.U.S.C. Sec. 3101, et. seq.))

II. TERM

The parties agree and understand that each of them may execute this Agreement on different dates, but, when fully executed by all parties, all acknowledge that the effective dates, shall be:

Begin _____ and terminate no later than _____

III. PURPOSE

The National Emergency Dislocated Worker Grant (NEDWG) agreement is designed to operate in accordance with the Workforce Innovation and Opportunity Act (WIOA) grants awarded to CSS to aid in Disaster and Employment Recovery for a federally declared emergency or disaster. The NEDWG provides funding to create temporary employment opportunities to assist with cleanup and recovery efforts in the area of disaster or emergency declaration. This agreement enables CSS to employ workers in jobs assisting with recovery and humanitarian efforts.

IV. PLAN / JOB DESCRIPTION

The Plan/Job Description form (Attachment 1) is completed for an individual client. The form provides the specific work undertaken in this Agreement must be disaster recovery related and is more specifically defined in the Plan/Job Description form (Attachment 1) and is subject to review and approval by CSS and QLM. Plan/Job Description(s) shall by reference be made a part of this Agreement.

V. GENERAL PROVISIONS

1. Employee: CSS referred client temporarily employed by QLM for specific jobs approved. A participant served under this Agreement will be referred to interchangeably as "Client" or "Employee." A job Description will be written and maintained at the worksite by the Worksite Partner for each Employee served under this Agreement.

2. 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.
3. Maximum Employment: Unless otherwise notified in writing by CSS, the maximum employment for any one Employee under this Agreement cannot exceed 40 hours per week for a duration of no longer than, 12 months or 2080 hours, whichever comes first, unless otherwise noted on the individual clients Plan/Job Description. Each client's Plan/Job Description will have the individuals maximum allotted hours approved for completion for the duration of the employment.
4. Agreement Terms/Modifications: Neither this Agreement, attachments nor any provision may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each party to this Agreement. All attachments for an individual employee must fall within the written term of this agreement or Contract/Agreement Modification form (Attachment 2).

VI. CSS RESPONSIBILITIES AND RIGHTS

1. CSS will serve as the Administrative Entity to provide the overall guidance for this project. CSS will conduct the program requirements of the project and will recruit, determine, and document program eligibility, and match participants to employment opportunities. Only clients determined eligible and referred by CSS to QLM can be considered for hire under this agreement.
2. Worksite Monitoring: To ensure program compliance, a CSS work site monitor will provide oversight of the Employee and Worksite Partner at regular intervals by conducting onsite and virtual site visits.

VII. QLM RESPONSIBILITIES

1. As indicated in the Department of Economic Opportunity, Contract # C2858, QLM will serve as the employer of record, and place the CSS referred clients (hereinafter referred to interchangeably as client or Employee) with the Worksite Partner. QLM 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 to the Worksite Partner. QLM will provide drug testing/and background checks for Employees as required as a condition of employment for other Worksite Partner Employees performing the same or similar duties. All provisions outlined in the DEO contract # C2858 will be followed under this agreement.
2. Time Sheets: QLM will submit approved employee time sheets to CSS on a weekly basis.
3. Maximum Employment Hours: It is responsibility of QLM to track the client's completed hours and communicate the hours to the Employee, CSS and Worksite partner in a timely manner. Failure to track and communicate the remaining hours to the Worksite partner may result in QLM being responsible for payment of the additional wages attributable to exceeding the maximum employment limits stated in the Plan/Job Description.

VIII. WORKSITE EMPLOYER RESPONSIBILITIES

The Worksite Partner shall abide by all requirements listed below, as well as all requirements listed in Sections XI. Miscellaneous Provisions, XII. Regulatory and Policy Provisions, and XIII. Terms and Conditions of this Agreement.

1. The Worksite Partner is responsible for the direction and supervision of the Employee(s) at the disaster recovery or clean-up site. (Point of Contact will be indicated on each training plan.) The parties agree that the Worksite Partner shall direct and supervise the Employee(s) and shall ensure all work is directly related to disaster recovery as approved.

2. **Employee Start Date:** The Worksite Partner will not start any Employee at work until they have been approved by CSS and assigned by QLM with the completion of a Plan/Job Description form (Attachment 1).
3. **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.
4. **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 five days after Employee begins work at the site.
5. **Time Keeping:** The Worksite Partner shall provide the appropriate documentation (electronic signed/approved timesheets) to QLM.
 - 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 weekly basis, verifying the accuracy of time worked. Worksite partner must also obtain the employees signature on the time and attendance records.
 - b) Worksite Partner agrees to accept direct financial responsibility for overpayment of Employee wages resulting from negligence and/or misrepresentation of actual time worked.
 - c) Worksite must ensure Employee does not exceed their approved weekly hours, on Plan/Job Description (Attachment 1). Overtime hours are not permitted under any circumstances.
 - d) The Worksite Partner agrees to provide immediate response to CSS or QLM notice of an Employee reaching the maximum allowable employment limits 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 the Plan/Job Description.
6. **Worksite Monitoring:** The Worksite Partner agrees to cooperate with and allow CSS or QLM to conduct on site monitoring visits to ensure program compliance
7. **Additional Worksite Requirements:** The Worksite Partner also agrees to operate in accordance with the provisions, conditions and specifications as follows:
 - a) To provide adequate supervision at the disaster recovery site(s) of the assigned Employees.
 - b) Provide the necessary orientations, training, and supervision in the performance of the Employee(s) duties, as stated in the Plan/Job description.
 - c) To approve and submit Employee worksite timesheets (Time and Attendance) to QLM by their established deadlines.
 - d) To inform QLM and 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.
8. **Health and Safety Standards:** The Worksite Partner assures that appropriate standards for health and safety training will be provided to employees and will be maintained at the worksite, injury reports will be filed when applicable and immediately notify CSS and QLM.
9. **Sectarian and Political Activities:** ensure that no assigned temporary Employee will be involved in any sectarian or political activities.
10. **Non-Duplication of Funds:** In the event there is funding received or approved by FEMA, and the Disaster Recovery DWG funded temporary job the CSS client is covered under the FEMA award, the wages of the temporary job must be deducted from the cost of the project before FEMA

reimburses the employer 75% of the cost of the project. Employer will ensure CSS Disaster Recovery DWG funds are **NOT** to be used to match FEMA funds.

IX. TERMINATION

1. CSS reserves the right to terminate this agreement without penalty upon 10 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested. In this case, the Worksite Partner will continue to provide contracted services during the notification period and CSS, through QLM 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 and QLM fails to provide any of the services it has contracted to provide
 - b. Worksite and QLM fails to comply with the provisions of this modified agreement
 - c. Such termination is in the best interest of Suncoast Workforce Board, Inc
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 said agreement and will only be required to pay that amount of the agreement actually performed to the date of the termination.
5. In the event this agreement is terminated for cause, the Worksite and QLM shall be deemed to be in default and liable for damages sustained for any breach of this agreement by the Worksite and QLM, including court costs and attorney fees, when cause is attributable to the Worksite and QLM.

X. 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

Primary Contact

Printed Name

Title

Phone

Email Address

Secondary Contact

Printed Name

Title

Phone

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.

Primary Contact

Printed Name

Title

Phone

Email Address

Secondary Contact

Printed Name

Title

Phone

Email Address

QLM

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

Primary Contact

Printed Name

Title

Phone

Email Address

Secondary Contact

Printed Name

Title

Phone

Email Address

XI. MISCELLANEOUS PROVISIONS

1. Changes: Modification or amendment of the Terms of this Agreement shall be in writing, executed by all parties to this Agreement through the Contract/Agreement Modification form (Attachment 2).
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.
3. Right to Audit Records: In the performance of this Agreement, the Worksite Partner and QLM 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 and QLM 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.

XII. 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 that are necessary for disaster recovery.
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, nor will this Agreement assist, promote, or deter union organization.
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.

XIII. TERMS AND CONDITIONS

1. The Worksite and QLM has the necessary and required authority to enter into this Agreement with CareerSource Suncoast.
2. Equal Employment Opportunity Act: The Worksite and QLM 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.

3. 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 and QLMs with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

4. 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.
5. 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 and QLMs 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 and QLMs 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.
6. 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 on the basis of 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 1 1/2 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): Worksite and QLMs 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.

8. 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).
9. 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.
10. To maintain the confidentiality of any and 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.
11. The Worksite and QLM 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, any and all certificates, licenses, or permits necessary for the Worksite and QLM to fulfill the obligations herein or as required by any applicable federal, state, or local law, regulation or ordinance or any professional organization.
12. Neither this Agreement nor the Worksite and QLM’s performance of its obligations hereunder will place the Worksite and QLM in breach of any other contract or obligation and will not violate the rights of any third party.
13. All data, reports, job files, logs, computer printouts, electronic files, the Worksite and QLM’s submittals, summaries, memoranda and any and all other written work, documents, instruments, information, and materials (collectively “written work”) prepared or accumulated by the Worksite and QLM 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 and QLM shall in no way be liable or legally responsible to anyone for CSS use of any written work on another project.
14. Upon completion of the Agreement, the Worksite and QLM 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 and QLM 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 and QLM shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section. If the Worksite and QLM 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:
3660 N. Washington Blvd Sarasota, FL 34234; Email: accounting@careersourcesc.com
15. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

16. 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.
17. The Worksite and QLM shall comply with all applicable Federal, State, and local laws, rules, and regulations.
18. The Worksite and QLM shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
19. The Worksite and QLM are aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has the Worksite and QLM been convicted of a Public Entity Crime. The Worksite and QLM 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.
20. The Worksite and QLM 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 and QLM been placed on the Discriminatory Vendor List.
21. 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 and QLM 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 and QLM agrees, in circumstances, where the Worksite and QLM must choose between two equally, qualified candidates for training, one of who is a veteran, the JVA requires the Worksite and QLM 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 and QLM must comply with DOL and state of Florida guidance.
25. Program Names, Signage, Publicity, and Publication: The Worksite and QLM may not undertake any publicity or publish for public consumption any results or information about its program or the Worksite and QLMs 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 and QLMs 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 and QLM 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 and QLM 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 and QLM 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 and QLM. Prior to employing or assigning any individual to any position or activity related to any of Worksite and QLM' s 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 and QLM. Worksite and QLM shall be bound by the written opinion issued by CSS. Where the Worksite and QLM's nepotism guidelines or law are more stringent than the above requirement, these guidelines or state law shall be followed instead. Neither Worksite and QLM 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 and QLM 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 and QLM 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 and QLM violates this provision, Worksite and QLM shall be subject to the sanctions and to applicable criminal provisions of Florida State Statutes and the United States Code. The Worksite and QLM 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 and QLM agrees and understands that no officer or employee of Worksite or QLM 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 and QLM 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 QLM, 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. Unions: Worksite and QLM shall not use any funds appropriated under this Agreement or Amendments hereto to assist, promote, or deter union organizing. No Worksite and QLM/participant may be placed into or remain working in any position or work activity which is affected by labor disputes involving a work stoppage. Worksite and QLM shall make every effort to relocate Worksite and QLMs who wish to remain working, into suitable positions unaffected by the work stoppage. Worksite and QLM 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.
34. Working Conditions: Worksite and QLM agrees that conditions of work activities, employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the Worksite and QLMs.
35. Rights and Remedies Not Waived: No payment by CSS to QLM shall be construed as a waiver by CSS or any breach or default of QLM in the performance of any condition of this Agreement or Amendment hereto; nor shall such payment impair or prejudice any right of CSS with respect to such breach or default; nor shall any assent by CSS expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.
36. Conflict of Interest: Worksite and QLM asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CareerSource member or other elected official in order to obtain this contract award. Worksite and QLM asserts and assure that it is in compliance with the Florida Statutes conflict of interest restrictions.
37. Code of Conduct: Worksite and QLM 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 and QLM's responsibility to request and secure a copy of the Code of Conduct. Neither Worksite and QLM nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Worksite and QLM's loyal and conscientious exercise of judgment related to performance under this agreement. Worksite and QLM agrees that none of its officers or employees shall during the term of this agreement serve as an expert witness against CareerSource, 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 CareerSource 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.
38. Worksite and QLM shall perform its duties, obligations, and Services under this agreement in a skillful, respectable, and cost-conscious manner. The quality of Worksite and QLM's 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.
39. 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 and QLM must notify the person listed under Notice if an employee of the Worksite and QLM is convicted of violating a criminal drug statute.

40. Energy Efficiency: The Worksite and QLM 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).
41. 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 and QLM shall refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, Worksite and QLM, subcontractor and QLM, 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).
42. The Worksite and QLM 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 and QLM or any person or organization directly, or indirectly, employed by Worksite and QLM 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 QLM or any person or organization directly, or indirectly, employed by Worksite and QLM 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 or QLM 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 and QLM), or damage to property to the extent attributable to the negligence or misconduct of Worksite and QLM or any person or organization directly, or indirectly, employed by Worksite and QLM 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 and QLM 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 and QLM is fully responsible to CSS for all acts and omissions of their employees, agents, servants, employees, suppliers, or subcontractor and QLMs or other persons directly or indirectly employed by its employees, agents, servants, employees, suppliers, or subcontractor and QLM 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 and QLMs, 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 and QLMs 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>	<u>Quality Labor Management</u>	<u>CareerSource Suncoast</u>
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature (CSS Officer)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Printed Title	_____ Printed Title	_____ Printed Title
_____ Date	_____ Date	_____ Date

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Plan/Job Description

National Emergency Dislocated Worker Grant

Section to Be Completed by CSS Staff:

1. Client Name: _____
2. Last Four SSN: _____
3. Client Phone: _____
4. Client Email: _____
5. Clients Address: _____
6. Reference Agreement #: _____
7. Grant Service Code: _____
8. Worksite Name: _____
9. Worksite Address: _____
10. Phone: _____
11. Fax: _____
12. Email: _____
13. Supervisor's Name / Title: _____
14. Employee's Job Title: _____
15. Hourly Rate: _____
16. Total Max Hours: _____
17. Weekly Schedule (Indicate Begin-End time per day)
- Sun _____ Mon _____ Tue _____ Wed _____
- Thu _____ Fri _____ Sat _____
18. List job duties (or attach a job description):

Attachment 1

Signature Authorizes that the client has been determined eligible for the NEDWG and is eligible for placement in Temporary Employment. Client authorizes CSS to provide contact information to QLM.

CSS Staff Printed Name

CSS Staff Signature

Date

Client Printed Name

Client 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.

Section to Be Completed by QLM Staff

Client Employment Details:

- 1. Employment Period: Start Date: _____ End Date: _____
- 2. Worker's Compensation Class Code: _____
- 3. Total Maximum Hours per week: _____
- 4. Total Employment Hours Allowed: _____
- 5. QLM Hourly Charge rate: _____
- 6. Maximum Wage Paid: _____
- 7. Worksite representative(s) who will be signing/authorizing the weekly time sheets:

_____	_____
Job Title	Print name
_____	_____
Job Title	Print name
_____	_____
Job Title	Print name

These Signatures below acknowledge the approved Temporary Employment position, job description, and duration for the specified client under the CSS NEG funded program.

_____	_____	_____
QLM Staff Printed Name	QLM Staff Signature	Date
_____	_____	_____
Worksite Staff Printed Name	Worksite Staff Signature	Date

Attachment 1



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

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