



MASTER EMPLOYER/WORK-SITE AGREEMENT

Master Agreement Number: _____

Employer/Worksite Profile

Business Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Telephone: _____ **Fax:** _____
Website: _____
County: _____ **FEIN #:** _____
Sunbiz File Date: _____ **Sunbiz Document #:** _____
Years at Current Location: _____ **Industry Sector:** _____
Workers Compensation Policy #: _____ **Date of last layoff:** _____
If applicable If applicable

W-9 Provided and Attached? Yes No *Copy of W-9 is required to validate the agreement.*

Representative: _____
Telephone: _____

Onsite Assessment

Safe work environment? Yes No E.E.O.C. and Workmen's Comp. information in plain sight Yes No

Climate comfortable (air conditioning, ventilation, etc.)? Yes No Training facilities and equipment appear adequate? Yes No

THIS AGREEMENT (this "Agreement") is entered between Tampa Bay workforce Alliance, Inc. dba CareerSource Tampa Bay herein referred to as "CareerSource Tampa Bay" of "CSTB" and the above listed business hereinafter referred to as the "Employer".

WHEREAS, Career Source Tampa Bay is a 501(c)(3) non-profit organization appointed and designated by the Hillsborough County Board of County Commissioners to act as the Hillsborough County Workforce Development Board under provisions of the "Workforce Innovation and Opportunity Act of 2014." CareerSource Tampa bay has requested and received certification as the Local Workforce Development Board (LWDB) 15 by CareerSource Florida, the State of Florida Workforce Development.

WHEREAS, Employer wishes to enter into this Agreement to participate in the following program(s):

- Incumbent Worker Training (IWT) On-the-Job Training (OJT) Summer Job Connection
 Paid Work Experience (PWE) Other: _____

Employer/Worksite Profile

Point of Contact

Onsite Assessment

Type of WBL Program

Legal Terms and Agreement

NOW THEREFORE, in consideration of the mutual agreements, set forth herein, the parties agree as follows to the general terms and conditions:

- I. EFFECTIVE DATE, TERM AND RENEWAL:** This Agreement will replace and superseded any prior contract or agreement between the parties regarding any of the above selected programs and will be executed upon signatures of both parties. The Agreement will remain in effect until December 31st, 2022 and will be automatically renewed for an additional one-year period.

This agreement will automatically renew unless terminated by either party at any time by giving twenty-four hour written notice. The written notice is to be provided by either party no later than ninety days prior to the expiration of the then current term.

- II. NOTICE:** The designated representative for the Employer and CSTB will address all questions regarding the Agreement. If the designated representative from either party changes to someone other than the person named herein, written notification shall be given to the other party immediately and said notification attached to the originals of this Agreement. The representative for Career Source Tampa Bay for this Agreement is:

John Flanagan, CEO
CareerSource Tampa Bay
4902 Eisenhower Blvd, Ste. 250
Tampa, FL 33634

- III. MODIFICATIONS:** CSTB reserves the right to modify or amend this Agreement if modification or amendment is required due to changes in law or availability of funds. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and submitted to the other party in accordance with the Notice section under this Agreement.

- IV. EMPLOYER RESPONSIBILITIES UNDER THIS AGREEMENT:** By signing this Agreement the Employer agrees to the following:

- i. Complete the Training Plan Outline for each CSTB participant for whom you wish to engage in one of the above select programs through CSTB prior to the participant start date with the Employer. Duties must be strictly adhered to in the approved job description.
- ii. Maintain adequate accountability for the participant's time and attendance and submit bi-weekly online signed timesheets to CSTB in accordance with pre-determined payroll periods.
- iii. On a monthly basis (if required by the program selected), the participants acquisition of the required occupation skills on the Training Plan will be evaluated by the Employer using the OJT Training Monthly Progress Report.
- iv. The Employer must enable the participant(s) to obtain the knowledge and skills essential to adequate level of performance on the job in accordance with the approved job description as well as provide the necessary orientation, training, supervision, and mentoring/coaching at all times, precautionary safety instructions in the performance of the CSTB participant(s) duties.
- v. Maintain the confidentiality of all information provided by or about any CSTB participant(s) including their involvement in CSTB programming, except as otherwise approved and authorized in writing by the participant(s), or as otherwise authorized by law.
- vi. The Employer agrees to abide by CSTB's Code of Conduct and Code of Ethics.
- vii. Complete evaluations of the CSTB participant(s) performance during their Training Plan. Notify CSTB contact of any problem or concern regarding a participant's performance with the Employer as soon as possible, but at least within twenty-four hours of the problem being identified.

- viii. Notify CSTB contact in writing immediately upon notice of the status of a participant when one or more of the following situations occur (a) participant failed the work assignment or voluntarily quit the assignment (b) participant has experienced absenteeism or sickness (c) participant secured employment with the Employer or with another entity.
- ix. A participant in a program or activity with CSTB must not displace any currently employed employee or if any other individual is on layoff from the same or substantially equivalent job. The participant may not fill any job opening that is vacant because the former occupant is on strike or involved in a labor dispute that may lead to a strike.
- x. If the participant is in a wage reimbursement program with CSTB, the Employer shall pay the participant for overtime hours worked in accordance with federal, state, and local laws. The Employer acknowledges that CSTB has no obligation to reimburse the Employer for any overtime.

V. PAYMENTS *if applicable*: On the terms herein, CSTB shall reimburse the agreed upon rate/budget as set forth in the Training Plan Outline. Applicable reimbursements will be based on a maximum forty-hour work week and will only be paid based on actual hours worked. CSTB will not be responsible for hours worked that exceed forty hours in a week, holiday pay, paid time off, commission, and tips. CSTB will issue reimbursements upon receipt of all required signed documents including but not limited to weekly timesheets and monthly progress reports. In the event that this Agreement terminates or expires, the Employer must submit all necessary documents required for reimbursement within fifteen (15) days of completion of training. Failure to submit within this timeframe may result in non-payment. CSTB is not responsible for any reimbursements in the event that required documentation are not received within such timeframe.

VI. FISCAL NON-FUNDING CLAUSE: 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, CSTB shall notify the Employer of such occurrence, and CSTB may terminate this Agreement, without penalty or expense to CSTB, upon no less than twenty-four hours written notice to the Employer.

VII. PROVISIONS REGARDING ACCESS TO RECORDS: The Employer agrees to retain all records, supporting documents and (including electronic storage media) pertaining to this Agreement for a period of 3 years. Copies of all records and documents shall be made available to CSTB upon written request. The Employer will comply with public records law Chapter 119 Florida Statutes and agrees to:

- i. Keep and maintain public records required by CSTB to perform the services.
- ii. Upon request from CSTB, provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 110, Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Employer does not transfer the records to CSTB.
- iv. Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of Employer or keep and maintain public records required by CSTB to perform the service.

Failure to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by CSTB.

- VIII. MONITORING:** The Employer agrees to cooperate with any review, monitoring, evaluation, or audit by CSTB, and any other authorized State, Federal representative of any program which the Employer administers or operates, and which is funded, in whole or in part, by CSTB. In accordance with the Provisions Regarding Access to Records section, such access shall be granted during regular office hours of the Employer and shall include provisions by the Employer of suitable workspace for such monitoring, inspection, audit, or investigation to be conducted.
- IX. COMPLIANCE WITH POLICIES AND LAWS:** The warranty of this Section specifically includes compliance by the Employer with the provisions of the Immigration Reform and Compliance Act of 1986 (P.L. 99-603), the provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014, Work requirements – Chapter 445.024, F.S. and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration of falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Employer agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- X. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80):** Executive Order 11246, as amended by Executive Order 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
- XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS:** The Employer certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95, and 98 and 45 CFR Part 74. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.
- XII. INDEMNIFICATION:** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein. In agreeing to provide direction, training, and supervision of the participant, the Agency understands that this does not make CSTB or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.
- XIII. NON-ASSIGNABILITY CLAUSE:** This Agreement or any right accruing hereunder shall not be assigned by the Employer in whole or in part without the prior written consent of CSTB. Any assignment in violation hereof shall be invalid.
- XIV. GOVERNING LAW AND VENUE:** The place for any hearing, arbitration or otherwise, shall be Hillsborough County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.

XV. STEVENS AMENDMENT: When issuing press releases, statements, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

XVI. SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO): Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida DEO will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in a written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

IN WITNESS WHEREOF, the Employer and CareerSource Tampa Bay have caused this Agreement to be duly executed as of the date set forth below.

Authorized Representative (Signature)

CSTB Representative (Signature)

Authorized Representative (Print Name)

CSTB Representative (Print Name)

Title

Title

Date

Date