

## INTERNSHIP PROGRAM – CAREER CONEXTIONS

Program Year 2018-2019

### NON-FINANCIAL AGREEMENT

BY AND BETWEEN

CareerSource Central Florida

390 N. Orange Avenue, Suite 700, Orlando, Florida 32801

AND

[Click or tap here to enter text.](#)

<b>FEIN #:</b>	<b>Email:</b>
<b>Telephone #:</b>	<b>Fax #:</b>
<b>Address:</b>	
<b>Point of Contact Name:</b>	
<b>Point of Contact Telephone #/Email:</b>	

**WHEREAS**, CareerSource Central Florida ("CareerSource") wishes to place CareerSource participant(s) with Worksite Host for the provision of an internship and Worksite Host wishes to provide internship to CareerSource participant(s);

**NOW THEREFORE**, the parties enter into this Agreement for the provision of an internship upon the following terms and conditions:

#### I. TERM

**This contract will be executed upon signatures of both parties and will remain in effect until June 30, 2020 unless an earlier date is requested by the worksite.**

This agreement will replace and supersede any prior contract or agreement between the parties, regarding the Internship program. Either party may terminate this Agreement, with or without cause, at any time by giving twenty four hours written notice to the other party. This Agreement may be amended by CareerSource and Worksite Host only in writing and properly executed by the parties hereto. This Agreement must be completed and signed by CareerSource and Worksite Host prior to a CareerSource participant's placement with the Worksite Host.

#### II. WORKSITE HOST RESPONSIBILITIES UNDER THIS AGREEMENT

By signing this Agreement Worksite Host agrees to the following:

1. Submit to CareerSource a job description for CareerSource participant(s) in the internship program.
2. Provide the necessary orientation, training, prevocational services, supervision at all times, precautionary safety instructions in the performance of the CareerSource participant(s) duties, as stated in the job description.
3. Notify CareerSource immediately if any participant(s) referred by CareerSource would be directly supervised by a member of that participant's immediate family.
4. Provide a professional internship related to the CareerSource participant(s) area of interest.
5. Carry liability insurance coverage, or be self-insured, in accordance with State of Florida law. Workers' compensation insurance coverage for CareerSource participant(s) will be provided by the State of Florida.
6. Complete evaluations of the CareerSource participant's performance during the internship. Notify CareerSource preferably by telephone and email of any problem or concern regarding a participant's performance at the host site as soon as possible, but at least within 24 clock hours of when the problem is identified.
7. Notify the CareerSource contact of the Worksite Host's intent to terminate a CareerSource participant's internship as far in advance as possible.
8. Notify CareerSource in writing immediately upon notice of the status of a participant when one or more of the following situations occur:
  - a) the participant has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit training.
  - b) the participant was not accepted by the Worksite Host into an internship.
  - c) the participant has experienced absenteeism or sickness or other problems.
  - d) the participant secured employment with the Worksite Host or with another entity.

9. The internship is for the benefit of the CareerSource participant(s). The maximum internship shall be no more than twelve (12) weeks and no more than forty (40) hours per week unless the Worksite host desires to convert and hire the participant into unsubsidized employment earlier. The CareerSource participant shall not engage in the construction, operating, or maintaining of any part of any building which is used for sectarian instruction or as a place of worship. The participant shall not be instructed nor allowed to drive an automobile for business purposes. The participant shall not assist with political or lobbying activities or any activity designed to influence legislation or appropriation pending before the Congress of the United States.
10. No currently employed Worksite Host employee shall be displaced by a CareerSource participant. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for a Worksite Host to displace any regular employee or fail to fill a vacancy so that a worksite participant may fill the job requirements. Based upon the above, Worksite Host must ensure that employees of Worksite Hosts organization are notified of displacement rules and his/her rights under the law and ability to file a grievance. Worksite Host's execution of the Internship Program Non-Financial Agreement is with the expectation that Worksite Host will be monitored by CareerSource for compliance with this provision and Worksite Hosts that violate this provision of the Agreement and requirement of the law will be terminated from participation in the internship program.
11. No participant shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the Worksite Host's personnel policy or collective bargaining agreement.
12. In the event the Worksite Host is requesting to hire the CareerSource participant(s), Worksite Host will inform the CareerSource contact person.
13. Maintain the confidentiality of all information provided by or about any CareerSource participant(s), except as otherwise approved and authorized in writing by the participant(s), or as otherwise authorized by law.
14. Duties other than those described in the approved job description must be mutually agreed upon by the Worksite Host and CareerSource.
15. All CareerSource participants are to be provided with the same working conditions by Worksite Host accorded to other employees presently in the Worksite Host's workforce.
16. The CareerSource participant(s) shall not be considered an employee of the Worksite Host or CareerSource. The CareerSource participant(s) shall be considered an employee of Manpower North America, a third party employer of record designated by CareerSource. In the event wages are paid to the CareerSource participant(s) for time spent at the Worksite Host's work site, the third party employer of record shall pay the CareerSource participant's wages.
17. For purposes of workers' compensation coverage the CareerSource participant will be considered an employee of the third party employer of record designated by CareerSource. However, the Worksite Host shall have all supervisory responsibility of the CareerSource participant(s). The CareerSource participant(s) shall be responsible for submitting to the employer of record on a timely basis a CareerSource time sheet signed and dated by the Worksite Host and the CareerSource participant(s). Worksite Host shall inform CareerSource immediately should an accident or injury occur at the job site affecting or involving a CareerSource participant(s).
18. No participant may participate in an internship unless the participant is referred to Worksite Host by CareerSource in accordance with the terms of this Agreement.

### **III. CAREERSOURCE RESPONSIBILITIES UNDER THIS AGREEMENT**

By signing this Agreement CareerSource agrees to the following:

1. Recruit, select and refer participant(s) to Worksite Host who are eligible for the Internship.
2. Compensate CareerSource participant(s) one-hundred percent (100%) of the market wage rate, not to exceed \$20/hour, for Worksite Host positions based on the job description for the internship.
3. Assist the Worksite Host site supervisor in resolving any problems concerning the participant(s) performance on the job.
4. Hear all grievances concerning the Internship Program performance at the job site in accordance with CareerSource grievance procedures.
5. Provide counseling and supportive services to participant(s) as the need is identified and budget allows.
6. Inform the Provider of the maximum number of hours each participant is required to participate and the expected length of the participant's placement in the work site activity.
7. Provide the required participant time record forms, progress reports and periodic evaluation forms to be completed.
8. Monitoring of the activities under this Agreement at the host work site(s) at reasonable hours and as frequently as the authorized representatives of CareerSource may deem necessary in order to assure the Internship Program is constructive for the participant and that all provisions of this Agreement are being carried out. Require corrective action within specified time periods or remove participant(s) from host work site(s) without prior notice other than a written notification to be delivered to the Worksite Host at the time of the removal. This action may be taken when CareerSource, the Governor of the State of Florida or the U.S. DOL finds serious or continual violations of rules or laws, where violations are not being remedied.

**IV. INDEPENDENT CONTRACTOR**

Both parties in the performance of this Agreement will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another.

**V. RETENTION OF RECORDS**

Worksite Host 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 for CareerSource upon request.

**VI. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Worksite Host and its subcontractor 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, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Worksite Host 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.

**VII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)**

Worksite Host assures that it will comply fully with the following:

1. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
2. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
3. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
4. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States.
7. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
8. Equal Employment Opportunity (EEO): Worksite Host agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

**VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Worksite Host 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.

**IX. MONITORING**

Worksite Host agrees to cooperate with any review, monitoring, evaluation or audit by CareerSource, the Governor of Florida, the U.S. Comptroller General, the U.S. Secretary of Labor, or other designated representatives, and any other authorized State, Federal representative of any program which the Worksite Host administers or operates and which is funded, in whole or in part, by CareerSource. As applicable, Worksite Host agrees to make available for examination any and all CareerSource career seeker records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all Agreements, invoices, materials, records of personnel, conditions of employment, and all other data requested. Such access shall be granted

during regular office hours of the Worksite Host with or without previous announcement and shall include provisions by the Worksite Host of suitable work space for such monitoring, inspection, audit, or investigation to be conducted.

**X. HOLD HARMLESS**

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 Worksite Host understands that this does not make CSCF or its designee liable to the Worksite Host or any third party by reason of any future act or failure to act by any participant on or off the job. Despite the foregoing and to the extent permitted by law, CSCF indemnifies the Worksite Host for any violation of federal or state employment laws committed by the third-party employer of the participants. Further, CSCF shall ensure that the Worksite Host is indemnified by the third party employer for any violation of federal or state employment laws committed by the third party employer in connection with this Agreement.

**XI. NON-ASSIGNABILITY CLAUSE**

This Agreement or any right accruing hereunder shall not be assigned by Worksite Host in whole or in part without the prior written consent of CareerSource. Any assignment in violation hereof shall be invalid.

**XII. GOVERNING LAW AND VENUE**

The place for any hearing, arbitration or otherwise, shall be Orange County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.

**IN WITNESS WHEREOF**, Worksite Host and CareerSource have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: CareerSource Central Florida

APPROVED BY: Worksite Host

BY: \_\_\_\_\_

\_\_\_\_\_  
Authorized Worksite Host Representative

Jason Lietz, Youth Program Manager

Printed Typed: Name, Title

\_\_\_\_\_  
Printed Typed: Name, Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A**  
**WORK SITE TRAINING OUTLINE/JOB DESCRIPTION**

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case; please complete a separate Work Site Training Outline/Job Description. Thank you!

1. **Work Site Name and Location:** Enter the legal address of the work site where the participant will be located.

Click or tap here to enter text.

2. **Worksite Business Status:** Choose an item.

<b>Contact:</b>	<b>Title:</b>
<b>Telephone Number:</b>	<b>Email:</b>
<b>Alternate Contact:</b>	<b>Title:</b>
<b>Telephone Number:</b>	<b>Email:</b>

Job Title	1.							2.						
Work Days	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Work Hours</b>														
<b># of Slots Available</b>														

3. **Work Site Duties:** List the specific job duties at the work site the participant will perform for each job title listed above

<b>Job Title #1:</b> <b>Wage:</b>	<b>Job Duties (or attached job description):</b>
<b>Job Title #2:</b> <b>Wage:</b>	<b>Job Duties (or attached job description):</b>

4. List any pre-requisites for acceptance of a participant (finger printing, background check, interview, testing, etc.) for the work site activity.

Click or tap here to enter text.

5. **Funding Source:** CareerSource Central Florida - Career Conexions

**ATTACHMENT B  
TIMESHEET AUTHORIZATION**

Please include the names of all those persons in your organization that would be responsible for signing all timesheets submitted to CareerSource. This will help CareerSource ensure that those signing the timesheets are valid and accurate. CareerSource appreciates your assistance!

NAME (Please Print)	Phone	Email