



VENDOR CONTRACT BETWEEN
CAREER SOURCE HEARTLAND
AND
SUNSHINE STAFFING OF HIGHLANDS COUNTY, INC.
FOR
WORKFORCE INNOVATION OPPORTUNITY ACT
NATIONAL EMERGENCY DISLOCATED WORKER GRANT

THIS CONTRACT is entered into between CareerSource Heartland, hereinafter referred to as the "CSH", with administrative offices located at 5901 US Hwy 27 South, Suite 1, Sebring, Florida, 33870 and Sunshine Staffing of Highlands County, Inc., with offices at 817 US 27 South, Sebring, Florida 33870, hereinafter referred to as the "Contractor", to serve as Employer of Record and providing temporary jobs for emergency disaster recovery in DeSoto, Hardee, Highlands, and Okeechobee Counties, as authorized by the Workforce Innovation and Opportunity Act (WIOA-Public Law 113-128), and Florida's Workforce Innovation Act 2000, Chapter 2000-165, Laws of Florida, and any subsequent amendments.

CSH agrees to pay for contracted services according to the Agreement of Payment, for an amount not to exceed one hundred and seventy-seven thousand six hundred twenty-three dollars and no cents (\$177,623.00), subject to the availability of funds. CSH is not obligated under this Agreement to fully expend this amount. Budget modifications may become part of this Agreement pending State funding revisions. The Code of Federal Domestic Assistance number applicable to this Agreement is 17.277, WIOA National Emergency Dislocated Worker Grant.

This Contract will begin on July 1, 2021, and end on March 31, 2022. CSH is not obligated to pay for costs incurred related to this contract prior to this contract's begin date or after the end date. This contract, which incorporates Attachment 1, General Provisions; Attachment 2, Statement of Work; Attachment 3, Agreement for Payment; and all noted Exhibits, contains all the terms and conditions agreed upon by both parties.

Attestations Required: *

- Yes Organizational Background, Exhibit A
Yes Administrative and Financial Capabilities, Exhibit B
Yes Drug Free Workplace Certification, Exhibit C
Yes Debarment and Suspension Certification, Exhibit D
Yes Lobbying Activities Form, Exhibit E
Yes Sworn Statement on Public Entity Crimes, Exhibit F
Yes Conflict of Interest, Exhibit G

Evidences Required:*

- Yes Liability Insurance/Self-Insured
Yes Workers' Compensation Insurance
No Motor Vehicle Insurance
No Bonding Insurance
No Property Insurance
No Resumes of Key Staff
No Facility Accessibility Evaluation

By signing this contract, Contractor certifies compliance with the laws and regulations outlined in Attachment 1.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their duly authorized undersigned officials.

SUNSHINE STAFFING OF HIGHLANDS COUNTY, INC.

CAREER SOURCE HEARTLAND

Handwritten signature of Yessenia ("Jessy") N. Inzary, CSP
Staffing Manager

Donna Doubleday
Digitally signed by Donna Doubleday
Date: 2021.07.02 11:45:10 -04'00'

Donna Doubleday
President/CEO

7/2/2021
Date

7/2/2021
Date

CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

ATTACHMENT 1: GENERAL PROVISIONS

A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

B. Laws and Regulations

1. Contractor shall comply fully with non-discrimination and equal opportunity provisions of the following:
 - a. 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;
 - b. 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;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
 - e. Section 188 of the Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (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 or participate in any WIA/WIOA Title I financially assisted program or activity;
 - f. 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.
 - g. 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;
 - h. Executive Order (EO) 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemental 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.

Signed Certification on file for items a-e.

2. When applicable, for contracts in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Clean Water Act as amended (33 USC 1368 et seq), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall report any violation of the above to CSH.
3. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 42 U.S.C. 6201).
4. As applicable, Contractor will comply with the:
 - a. Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by the Dept. of Labor (DOL) regulations 29 CFR Part 5;
 - b. Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub-agreements.
5. When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form. **Signed Certification on file.**
6. When applicable, as required by the regulation implementing EO 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. **Signed Certification on file.**
7. Contractor must provide a sworn statement regarding Public Entity Crimes as identified in 287.133, F.S. **Signed certification on file.**
8. Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
9. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and CSH in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements", and any implementing regulations issued by the awarding agency.

10. As applicable, Contractor will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
11. The Pregnancy Discrimination Act (PDA) prohibits discrimination based on pregnancy regarding any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, such as leave and health insurance, and any other term or condition of employment;
12. Title VII prohibiting discrimination against an individual because of gender, gender identity, including transgender status, sexual orientation, or connections to organizations or groups that are generally associated with people of a certain sex;
13. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds shall clearly state: 1) the percentage of the total cost 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.
14. The contractor's responsibilities include the adherence to auditing standards generally accepted in the United States of America Government Auditing Standards and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* - Uniform Guidance.
15. Relationship Disclosure. **Signed Certification on file.**
16. Domestic Preferences For Procurements
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.
17. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

C. Termination for Cause and for Convenience

1. **Termination Due to Lack of Funds:** If for any reason funds to finance this contract are reduced, suspended or terminated, in whole or in part, funding for this contract may cease. CSH shall provide no less than thirty (30) business day's written notice of such termination.
2. **Termination for Breach:** CSH may terminate this contract when it has determined that the Contractor has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this contract. CSH will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, CSH may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSH will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within forty-five (45) calendar days of termination date.

Contractor shall provide CSH with written notice of any perceived breach, and extend CareerSource Heartland ten (10) business days to cure any perceived breach under the contract.

3. **Termination for Convenience:** This contract may be terminated by either party for convenience when it is in their best interest. CSH may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
4. **Other:** Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSH at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the contract.

5. **Arbitration Clause:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This contract shall be interpreted under the laws of the State of Florida.

6. **Venue:** The place for any hearing, arbitration, or other, shall be Highlands County, Florida

ATTACHMENT 2: STATEMENT OF WORK

Contractor will serve as Employer of Record for CSH job seekers in DeSoto, Hardee, Highlands, and Okeechobee counties at CSH approved employer worksites in any or all of the four counties, for the purpose of providing temporary jobs to assist with humanitarian aid or clean-up activities to the counties affected by COVID-19.

ELIGIBLE PERSONS

CSH will determine eligibility of individual participants for the National Emergency Dislocated Worker Grant.

CSH will target individuals who have been dislocated, either permanently or temporarily as a result of the disaster event. Other eligible participants for disaster projects are dislocated workers, as defined in WIOA Section 3(15); long-term unemployed individuals defined by Department of Economic Opportunity (DEO) as unemployed six out of the past thirteen (13) weeks; and self-employed individuals who become unemployed or become significantly underemployed as a result of the disaster. Veteran's Preference applies within these eligible groups.

Persons hired into temporary jobs cannot displace either fully or partially any currently employed person, nor be the cause of lay-off, termination, temporary vacancy from reduction-in-force or infringement on promotional opportunities.

ALLOWABLE ACTIVITIES

The National Emergency Dislocated Worker Grant is designed to create temporary jobs to provide COVID-19 related humanitarian assistance or cleanup activities. Humanitarian assistance is defined as positions that assist in addressing the many needs created by this health emergency and the prolonged social isolation that is necessary to curb it, such as: delivering medicine, food, or other supplies to older individuals and other individuals with respiratory conditions and other chronic medical disorders, providing assistance to quarantined individuals, and organizing and coordinating recovery, quarantine or other related activities. Cleanup activities can include cleaning schools or sanitizing quarantine or treatment areas after use. Emergency protective measures is defined as funding to help pay for actions taken by the community before, during and after a disaster to save lives, protect public health and safety, and prevent damage to improved public and private property.

RATE OF PAY

The actual number of hours a participant may be employed will be specified in the individual Worksite Agreement. No position may be filled for more than twelve (12) months or two thousand eighty (2,080) hours.

The wages paid to temporary disaster relief workers must be consistent with the wages of the worksite employer's other employees, permanent or temporary, performing the same work, and no less than the federal or state minimum wage. Where applicable, fringe benefits should be paid in accordance with the policies of the worksite employer.

Participants may work overtime (subject to regulations of the Fair Labor Standards Act with respect to level of compensation), provided that this is part of the design of the project and regular employees of the employer in question are also working overtime, subject to the limit on level of compensation for workers under this project. Participants must receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half their regular rates of pay.

WORKERS' COMPENSATION

Workers' Compensation will be provided through the contractor and the cost is included in the multiplier rate.

FEES

Job Category*	Cost Per Individual Placed Expressed In Terms of the Wage (multiplier rate)	Cost of Safety Training	Cost of Background Checks and Drug Screens
Clerical	1.45	NC	See Attachment 2A Schedule of Fees for Background Checks/Drug Screens
Labor	1.55	NC	
Drivers and similar high-risk positions	1.58	NC	

Costs assume proposer reflects the up-charge on the wage, including charges for FICA, Medicare, and Workers' Compensation (for Temporary Disaster Relief Jobs).

RESTRICTIONS:

EMPLOYEES WILL NOT OPERATE FORKLIFTS, DRILL PRESSES, PUNCH PRESSES OR POWER SAWS WITHOUT THE ADVANCE WRITTEN APPROVAL OF SUNSHINE STAFFING OF HIGHLANDS COUNTY, INC. EMPLOYEES WILL NOT WORK WITH HAZARDOUS CHEMICALS OR MATERIALS, OR WORK MORE THAN SIX (6) FEET ABOVE GROUND, ON LADDERS, ON ROOFTOPS OR IN EXCAVATIONS MORE THAN SIX (6) FEET BELOW GROUND.

SERVICES PROVIDED

1. Refer potential participants to CSH for eligibility determination or work assignment as necessary. Refer participants in need of job skills training to CSH for additional assessment.
2. Process referrals from CSH for work assignment.
3. Provide to CSH, for input into the State database, a weekly report to include: client assignments, completion or termination, client employment, wage rate and start dates of employment.
4. Provide safety training to all participants.
5. Serve as the "employer of record" for wages and all applicable federal, state and local payroll related taxes for individuals who participate in the temporary jobs program in DeSoto, Hardee, Highlands and Okeechobee counties.
6. Establish and maintain a payment system to appropriately account for participants' wages and hours of participation in the program.
7. Make, at a minimum, weekly wage payments to program participants based upon rates established in work site agreements and to those individuals who are determined eligible and referred by CSH.
8. Arrange for an orderly and timely distribution of participants' paycheck based upon a payment schedule approved by CSH.
9. Appropriately assess and process employment related taxes based upon established rates and in full compliance with federal, state and local requirements.
10. Provide an advance notice to CSH when a program participant is within a "30-day period" of exhausting either their time participation or total wages limit.
11. Conduct background checks and drug screening if requested in the job order.
12. Provide CSH with a detailed weekly report to include an accounting of wages, benefits, taxes and employment period for each individual who has participated in the program. The report should provide an accounting for weekly and cumulative wages and period of participation.

ATTACHMENT 2A: SCHEDULE OF FEES FOR BACKGROUND CHECKS/DRUG SCREENS

Background Check Type	Cost	Fee	TOTAL COST
LOCAL *Sunshine Staffing runs the following on ALL applicants: Florida Dept of Corrections: http://www.dc.state.fl.us/AppCommon/ Highlands County Clerk of Courts: https://www2.myfloridacounty.com/ccm/do/index?county=28	\$0	*Certain courts may require a fee which varies County to County	\$ 0 - Varies
STATE (FDLE) *County Search charges vary by court and state	Varies	Varies	Varies
NATIONAL The Enhanced National Criminal Search includes the National Sex Offender Registry, OFAC Terrorist, and Most Wanted Searches.	\$10 and up	\$5 and up	\$15 and up
FDLE * Cost varies per State requested	\$25 Florida	\$10 Florida	\$35 Florida
LEVEL I (FDLE or National) * Cost varies per State requested (s. 435.03(1), F.S.,) generally refers to a state-only name-based check, and an employment history check, as well as a check of the Dru Sjodin National Sex Offender Public Website. It may include a local criminal records check.	\$24 Florida * Cost varies per State requested	\$24 Florida * Cost varies per State requested	\$24 Florida * Cost varies per State requested
LEVEL II (s. 435.04(1), F.S.) generally refers to a state and national <u>fingerpint-based</u> check through FDLE and the FBI. It may include a local criminal records check.	VARIES		\$40-\$100
----- DRIVERS LICENSE CHECKS (VARIES BY STATE) -----	----- \$10-\$20 -----		----- \$10-20 -----
DRUGSCREENS	\$25-\$45		\$25-\$45

ATTACHMENT 3: AGREEMENT FOR PAYMENT

Cost Reimbursement

Direct participant costs are not included under this contract.

Invoicing for Cost Reimbursement

To receive reimbursement for program services performed through this Agreement, the Contractor must submit a cost reimbursement invoice outlining negotiated and allowable costs.

Cost reimbursement invoices must reflect actual and accrued expenditures and must be supported with attached copies of associated payroll ledgers and completed time cards substantiating all invoiced expenses. Documentation of costs must be maintained for monitoring and for auditing by the Board, State and/or Federal Officials.

Cost reimbursement invoices will be paid by CSH no later than two (2) weeks from the date of receipt.

Once a cost reimbursement invoice is received at the Board Office, the Finance Department will review the invoice, checking expenditures against the budget and supporting documentation for mathematical accuracy and allowability. The Board considers required documentation as the following:

- Original and completed Invoice, reflecting the appropriate payroll period and signed by an authorized company representative;
- Payroll ledger and associated general ledger documentation accurately reflecting all assessed fees. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Invoice. All cost billed must be incurred and paid.

Payments to the contractor through the cost reimbursement process will not exceed one hundred and seventy-seven thousand six hundred twenty-three dollars and no cents (\$177,623.00), representing the total contract amount.