



VENDOR CONTRACT BETWEEN
CAREER SOURCE HEARTLAND
AND
SUNSHINE STAFFING OF HIGHLANDS COUNTY, INC.
FOR
WORK EXPERIENCE TRAINING

THIS CONTRACT is entered into between **CareerSource Heartland**, hereinafter referred to as CSH, with administrative offices at 5901 US Hwy. 27 S, 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* for CSH job seekers for the purpose of obtaining Work Experience training, 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 twenty-five thousand dollars and no cents (\$25,000.00), subject to the availability of funds. This contract may be amended during the term noted below, increasing in increments based on program use and identified need, not to exceed an amount of \$150,000. CSH is not obligated, under this Contract, to fully expend this amount. Payments will be made through Federal funds from grants with CFDA numbers 17.258, 17.259, 17.278, 93.558, WIOA Youth, WIOA Adult, WIOA Dislocated Worker, and/or TANF (Temporary Assistance for Needy Families). Contractor acknowledges that the cost data submitted to CSH in support of this contract is accurate, complete, and current as of the date of execution of this contract.

This Contract – the first of three possible contract terms – begins on July 1, 2021 and ends on June 30, 2022. CSH is not obligated to pay for costs incurred related to this contract prior to the 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, Attachment 4, Price Sheet, and all noted Exhibits, contains all the terms and conditions agreed upon by both parties.

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

Yessenia (“Jessy”) N. Irizarry, CSP
Staffing Manager

Donna Doubleday
President/CEO

Date

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 of 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. Conflict of Interest. **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 CareerSource Heartland (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 obtaining work experience training. CSH will enter into Worksite Agreements with eligible employers. Worksite Agreements will include required cooperation with the Employer of Record/Contractor.

Paid work experience training is a planned, structured learning experience that takes place for a limited period of time. It is intended to provide training and skill development to enhance the skills necessary to successfully obtain and retain employment. Work experience training will be developed at local non-profit agencies, governmental agencies, and private, for-profit companies throughout CSH Local Area 19 (DeSoto, Hardee, Highlands, and Okeechobee counties).

CSH will target work experience training to those individuals who are long-term unemployed (unemployed six of the previous 13 weeks); recently discharged Veterans; recently released ex-offenders; single parents; and underemployed individuals. However, any individual meeting eligibility as a WIOA Youth, WIOA Adult, WIOA Dislocated Worker, or TANF (Temporary Assistance for Needy Families) recipient who is determined able to benefit from work experience, may participate in work experience training.

CSH will determine eligibility of participants in work experience training.

Individuals participating in work experience training must be paid the higher of the federal, state, or local minimum wage or prevailing wages for other individuals employed in similar occupations by the same employer.

Duration of work experience training cannot exceed 12 weeks or 480 hours. Overtime is not authorized through this program. Work experience training jobs do not provide benefits such as paid vacation and sick leave, paid holidays, and/or health/dental/life insurance coverage, or other elective insurances.

CSH will meet with Contractor to determine mutual referral processes.

As Employer of Record, Contractor responsibilities include:

General Requirements

- Accept referrals of potential temporary workers by CSH and secure all “new hire” paperwork such as W4, I-9, E-Verify; and, if applicable, including the individual’s right to work in the U.S., to include backup supporting documentation.
- Arrange for interviews of temporary workers with CSH-approved employers.
- General payroll services including the filing of all required state and federal reports, and ensuring payment of all applicable payroll taxes.
- Contractor is responsible for tracking attendance and hours worked. Participants may work up to a maximum of 40 hours per week. Overtime hours will not be approved/funded through this program. Any hours worked in excess of 40 hours in a work week – or hours paid in excess of the 480 maximum hours – will be the Contractor’s responsibility.
- Time sheets/cards not signed by the approved, verified signatory(ies) should not be processed. Approved signatures will be on file with CSH for verification purposes. Contractor is responsible for all costs including funds spent for payments of hours not supported by approved time records.
- Submit to CSH an invoice and copies of approved temporary worker time sheets/cards which have been paid, and a payroll register or similar document which substantiates invoiced costs by individual.
- Provide safety training.
- Worksite employers may offer continued employment to participants. Contractor shall assist with job placement of temporary workers following termination of their temporary jobs without the Contractor receiving a placement fee.
- Contractor will not be required to perform drug testing and/or background check for a temporary worker at a work site unless requested by CSH, based on the regular practices of the worksite employer.

Allowable/Non-Allowable Activities

Participants cannot work or receive training in unsanitary, hazardous, or dangerous conditions/occupations.

Workers' Compensation

Workers' Compensation insurance will be provided to work experience participants by the state's Workers' Compensation program thru AmeriSys. Contractor should contact AmeriSys at 1-800-455-2079 in case of a work-related injury, providing Code Number 2306 to identify the program area (WIOA-funded work experience) of the injured individual.

Specific Service Delivery Requirements

Specific program elements provided by the Contractor, in response to the CareerSource Heartland Request for Proposal (RFP) for Temporary Staffing Services in Response to Work Experience Training, are incorporated into this Contract by reference.

ATTACHMENT 3: AGREEMENT FOR PAYMENT

Invoicing for Cost Reimbursement

To receive reimbursement for program services performed under this Contract, Contractor must submit a cost reimbursement invoice to CSH outlining negotiated and allowable costs. The Contractor's Price Sheet is incorporated into this Contract as Attachment 4. Invoice for payment should be submitted monthly, at a minimum.

Contractor must submit an invoice and copies of approved temporary worker time sheets/cards. Rates quoted on the Price Sheet must be for all costs related to the project including the cost of any required background checks, drug tests, and other pre-hire costs. A payroll register or similar document substantiating invoiced costs by individual must accompany the invoice.

Documentation of costs must be maintained for monitoring and for auditing by CSH or any other State and/or Federal officials.

Cost reimbursement invoices are generally paid by CSH no later than two (2) weeks from the date of receipt. CSH does not provide advance payments. Contractor must be able to meet payroll until reimbursement is received by CSH.

Once a cost reimbursement invoice is received at CSH, the Finance Department will review the invoice – checking expenditures against the Price Sheet – and supporting documentation for mathematical accuracy and allowability. CSH considers required documentation as the following:

- Original and completed Invoice, reflecting the appropriate payroll period and signed by an authorized company representative.
- Copies of approved temporary worker time sheets/cards to be paid.
- 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 costs billed must be incurred and paid.

ATTACHMENT 4: COST SHEET

Job Category*	Approx. Wage Per/Hour	Cost Per Individual Placed Expressed In Terms of the Wage (multiplier rate) ⁽¹⁾	Volume Discount ⁽²⁾	Cost of Background Check	Cost of Drug Screen	Cost of Safety Training
Light Industrial	\$10 - \$20	1.53	10% greater than 100	\$20 - \$100	\$25 - \$55	N/C - \$150**
Clerical	\$10 - \$20	1.53	10% greater than 100	\$20 - \$100	\$25 - \$55	N/C - \$150**

⁽¹⁾ Price reflects the up-charge on the wage, including charges for FICA, and Medicare.

⁽²⁾ Discount is based on number of employees placed, amount of total wages paid, and total weeks on the payroll.

*Examples:

Light Industrial

- Manual Labor
- Maintenance
- Clean Up

Clerical

- Secretarial
- Data Entry
- Counselors

**All General Safety instructions are included in mark-up. Specialized Safety Training will be billed at the exact cost.