

WORK-BASED LEARNING (WBL) MASTER EMPLOYER/WORKSITE HOST CONTRACT

Maste	er Contract N	lumber: 2022-460-23					
Employer/Worksite Host Profile (or Staffing Agency Business Name: Florida Health Sciences							
	OCITO GL	od rampa General Hospital					
Address: 1 Tampa General Circle							
city: Tampa	State:	Fl zip: <u>33606</u>					
Telephone: (813) 844-4303	Fax:	(813) 844-1820					
Website: www.tgh.org							
County: Hillsborough	FEIN #:	59-3458145					
Years at Current Location: Industry S	sector: H	lealthcare & Social Assistance					
An authorized employer/worksite host representati		dentified to validate the Contract					
Representative: Angelique McCormick							
Telephone: (813) 546-6621							
Email: atsau@tgh.org							
CareerSource Tampa Bay							
Staff Contact Name: Melissa Nelson, Sector Strategist							
Contact Phone: Email (813) 930-7422 nelso		sourceTB.com					
(010) 050-7422	miner careers	Jouree 1 D. Com					
WHEREAS Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (CSTB) 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 Deportunity Act (WIOA) of 2014. CSTB has requested and received certification as the Local Workforce Development Board (LWDB) 15 by CareerSource Florida, the State of Florida Workforce Development.							
WHEREAS the Employer/Worksite Host wishes to enter into a Contract with CSTB, to participate in the work- passed learning program(s), selected below, and agree to comply with all its said terms and conditions as further described in the applicable appendix and forms:							
☐ Incumbent Worker Training (IWT) – <u>IWT Appendix</u> ☐ On-the-Job Training (OJT) – <u>OJT Appendix</u> ☐ Paid Work Experience (PWE) – <u>PWE Appendix</u>							

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree to enter as of the "Effective Date" as set forth under Section XVII. Signatures, the following terms and conditions:

I. CONTRACT

This Contract establishes a Contractor relationship as defined under <u>2 CFR 200.331</u> between CSTB and the Employer. Contract is performance-based, meaning that CSTB pays for the provision of specified services. Refer to separate program appendices for payment and appropriate documentation requirements. CSTB will exercise



due diligence to review performances and required documentation submitted by the Employer and to process payments in a timely manner. If there arises a discrepancy with the required documentation that precludes the processing of the invoice or a portion of the invoice for payment, the Employer will be notified. Such discrepancy must be corrected before payment is made.

II. EFFECTIVE DATE, TERM AND RENEWAL

- A. **IWT:** The Contract shall commence on the Effective Date and shall expire on June 30th of the then fiscal year. IWT contracts shall have no provision for automatic renewals. IWT funds cannot be awarded to the same employer for 2 consecutive program years.
- **B.** OJT: The Contract shall commence on the Effective Date and shall continue for one (1) year from the effective date. The OJT Contract does not automatically renew.
- C. PWE: The Contract shall commence on the Effective Date and shall remain in effect until December 31st of the same calendar year. Subsequently, it will automatically renew for up to three additional one-year periods, on January 1.

III. WIOA ASSURANCES

- A. Funds will not be used to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.
- B. Funds will not be used to directly or indirectly assist, promote, or deter union organizing.
- C. Funds will not be used to displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of participation).
- D. Funds will not be used to impair an existing contract for services or collective bargaining agreement, and no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- E. Funds will not be used to employ a participant in a job if any other individual is on layoff from the same or any substantially equivalent job, or that the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy created with the participant.
- F. Funds will not be used to create a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
- G. Funds will not be used to encourage or induce relocation.

IV. MODIFICATION

Modifications to this Contract shall only be valid when they have been rendered in writing before the expiration or termination of this Contract and executed by the respective original parties, or their duly authorized designees.

V. CONTRACT TERMINATION

This Contract may be terminated:

- A. By either party for convenience upon no less than thirty (30) days written notice to the other party.
- B. By CSTB upon seven (7) days written notice to the Employer/Worksite Host, in the event funds to finance this Contract become unavailable.
- C. By CSTB upon written notice to the Employer/Worksite Host, for cause or if Employer/Worksite Host breaches this Contract. CSTB shall provide notice of default to Employer/Worksite Host, who shall have fourteen (14) calendar days within which to correct the default and provide notice to CSTB that the default has been cured. If the default is not corrected to CSTB's satisfaction, then CSTB may, at its discretion, terminate the Contract by serving seventy-two (72) hour notice of termination in writing to the Employer/Worksite Host.



D. Notwithstanding anything in this Contract to the contrary, the termination of this Contract will result in the loss of eligibility for any funds previously approved and scheduled, but not paid.

VI. NOTICES

All notices and other writing required under this Contract shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the U.S. Mail, certified return receipt requested and addressed to the parties at the addressed noted in this Contract or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature.

Career Source	Contact Name/Title: Anna Munro, VP of Fiscal and Administrative Compliance					
Tampa Bay	Organization Name: CareerSource Tampa Bay					
	Physical Address: 4902 Eisenhower Blvd., Suite 250, Tampa, FL 33634					
Worksite Host	Contact Name/Title: Angelique McCormick, Director Volunteer Services & Student Affiliations					
	Organization Name: Tampa General Hospital					
	Physical Address: 1 Tampa General Circle in Tampa, Florida 33606					

If the designated representative and/or contact information for either party changes, written notification shall be given to the other within ten (10) business days of the change and said notifications attached to the original of this Contract.

VII. FISCAL NON-FUNDING CLAUSE

The Contract is subject to continued availability of legislatively appropriated and allocated funds. In the event funding is reduced, unavailable, or subsequently determined not to be eligible to fund this Contract, including, but not limited to, federal or state funds, CSTB shall notify the Employer/Worksite Host of such occurrence, and CSTB may terminate this Contract, without penalty or expense to CSTB, upon no less than twenty-hours (24) hours written notice to the Employer/Worksite Host. The Employer/Worksite Host agrees that CSTB shall be the final determiner of the availability of such funds.

VIII. PROVISIONS REGARDING ACCESS TO RECORDS

The Employer/Worksite Host will comply with public records law (Chapter 119 Florida Statutes) and agrees to:

- A. Keep and maintain public records required by CSTB to perform the services.
- B. Retain all records, supporting documents and (including electronic storage media) pertaining to this Contract for a period of five (5) years. Copies of all records and documents shall be made available for CSTB upon request.
- C. Upon request from CSTB, provide CSTB with 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 119 Florida Statutes or as otherwise provided by law.
- D. Upon completion of the Contract, transfer at no cost to CSTB, all public records in possession of Employer/Worksite Host or keep and maintain public records required by CSTB to perform the service. If Employer/Worksite Host transfers all public records to CSTB upon completion of the Contract, it shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Employer/Worksite Host keeps and maintains public records upon completion of the Contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSTB, upon request from CSTB, in a format that is compatible with the information technology systems of CSTB.
- E. 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 Contract term and following completion of the Contract if records are not transferred to CSTB.



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 Contract by CSTB.

IX. MONITORING

Employer/Worksite Host agrees to cooperate with any review, monitoring, evaluation or audit by CSTB, the Governor of Florida, Hillsborough County Government, the Department of Economic Opportunity (DEO) 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 Employer/Worksite Host administers or operates and which is funded, in whole or in part, by CSTB. As applicable, Employer/Worksite Host agrees to make available for examination any and all CSTB job-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 Contracts, invoices, materials, records of personnel, conditions of employment, and all other data requested. Such access shall be granted during regular office hours of the Employer/Worksite Host with or without previous announcement and shall include provisions by the Employer/Worksite Host of suitable workspace for such monitoring, inspection, audit, or investigation to be conducted.

X. INDEMNIFICATION

To the extent not otherwise limited by applicable law, each party shall indemnify, hold harmless, and defend the other and its respective agents and employees (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred as a result of any negligent, wrongful, or intentional act or omission, fraud, defalcation, or breach of any provision or covenant of this Contract or applicable law by either party, its agents, subcontractors, assigns, heirs, and employees during performance under this Contract. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation or benefits payable by or for any of the Indemnified Parties on account of any insurance limits, workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing herein shall be construed to extend any party's liability beyond that provided for in Section 768.28, Florida Statutes, if applicable. These provisions shall survive the expiration or termination of this Contract.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND EXCLUSIONS

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

The Employer/Worksite Host assures that it will comply fully with 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. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- C., 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.
- 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 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.
- F. 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.
- 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. 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.

XIII. GENERAL CONDITIONS

- A. Comply with all applicable federal, state, and local laws;
- B. As required by Section 1008.39, Florida Statutes, Employer will allow CSTB to access information specific to the wages and performance of participants upon completion of the training program for evaluation purposes. However, as specified in Section 1008.39, Florida Statutes, information disclosing the identity of the person's employer is confidential and exempt from the provisions of Section 119.07, Florida Statutes. Any evaluations published subsequent to the training program may not identify the employer or any individual participant.
- C. Employer acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by Employer. Employer will be liable for any project funds used for purposes other than payment of costs approved by CSTB.
- D. Employer is encouraged to utilize "minority business enterprises", as defined in section 288.703, Florida Statutes, as subcontractors or sub vendors when permitted under this Contract and should report all such usage to CSTB.
- E. Cooperate with CSTB to ensure the successful delivery of the training program. Specific training objectives, which includes the provisions required by Section 445.003, Florida Statutes.

XIV. GOVERNING LAW, JURISDICTION AND VENUE

In the event of a dispute between the parties which cannot be resolved through discussions between the parties, and which would otherwise lead to litigation, both parties agree to submit such issues to non-binding mediation prior to taking any action at law or in equity. This Contract and all related documents are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the conflict of provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any action or proceeding by either of the parties to enforce this Contract shall be brought only in any state or federal court located in the State of Florida, County of Hillsborough. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

XV. STEVENS AMENDMENT

When issuing press releases, statements, requests for proposals, bid solicitation, 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

Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida Department of Economic Opportunity 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 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.

XVII. SIGNATURES

This Contract will replace and supersede any prior contract or agreement between the parties regarding any of the above selected programs. The Contract with its attachments constitutes the entire Contract of the Parties relating to the subject matter hereof. Each Party hereto acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed by their respective authorized officials, as of the last date set forth below.

Employer/Worksite Host:	Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay: — DocuSigned by:
Tyler Carpenter	John Flanagan
Signature	Signature Signature
Tyler Carpenter	John Flanagan
Print Name	Print Name
Vice President, People & Talent	President & CEO
Title	Title
May 4, 2022	5/6/2022
Date	Date
Staffing Agency (only if applicable):	
Signature	Title
Print Representative Name	Date



IWT APPENDIX

The Incumbent Worker Training (IWT) program provides continuing education and training of incumbent workers at existing businesses in Hillsborough County. The IWT program will be cost-reimbursement of pre-approved training related costs. Training may not begin prior to both CSTB and Employer signing the contract.

CSTB is empowered by provisions of Section 445.003, Florida Statutes, to administer the Incumbent Worker Training Program, as authorized under the federal Workforce Innovation and Opportunity Act (WIOA) of 2014, Public LAW 105-220, for the purpose of providing grant funding for continuing education and training of incumbent employees at existing Florida businesses.

I. IWT PROGRAM

- A. CSTB has received Employer's application demonstrating that it is a qualified business eligible to receive grant funding and that Employer is committed to training _____ full-time, incumbent workers as described in the submitted IWT application.
- B. Employer is required to share in _____ percentage of the total cost of training. The percentage is based on the size of the Employer as follows:

Employer Contribution	Number of Employees
At least 10 percent	50 or less
At least 25 percent	51 to 100
At least 50 percent	101 or more

- C. The IWT Program is designed to meet the special requirements of the employer (including a group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.
 - The IWT training is conducted with a commitment by the employer to retain or avert the layoffs of the incumbent worker(s).
 - The IWT program funds will not be used to directly or indirectly assist, promote, or deter union organizing.
 - 3. The IWT funds used will not be used to aid in the filling of a job opening directly or indirectly which is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.
- D. No provision for extension of this Contract shall be effective. The Employer is expected to have carefully assessed its training needs so that it will apply only for funds needed for training that can be completed in a six (6) month period.
- E. Employer may not pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- F. Incumbent worker shall have documentation of established employment history with the Employer of six months or more or that the Incumbent worker is part of a training group where the majority of the group meets the six months requirement.

II. CSTB RESPONSIBILITIES

- A. Determine eligibility of Employer and their workers
- **B.** Work with Employer to identify skill gaps in their workers and develop a strategy to effectively engage the worker in a training that will provide the knowledge needed to increase competitiveness of the Employer and/or their workers and
- C. Have ongoing communication with the Employer regarding the progress of training.



III. EMPLOYER RESPONSIBILITIES

Provide CS	TB with the	following	reporting:
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Α.	Status Report (Form IWT-302): E	mployer shall utilize Form IWT-302 Incumbent Worker Training	Status
	Report and provide CSTB with a	status report, which is due on or before	_ and
	on the first day of each	thereafter. Such report shall include, but is not limited to, the folk	owing:

- 1. An accounting of actual expenditures and trainees to date; and
- 2. An accounting of anticipated expenditures to be requested and trainees to be trained through the duration of the grant term.
- B. Final Training Evaluation (IWT-301): Within 45 days of completion of training, or within 45 days of expiration of contract, whichever comes first, Employer shall utilize Form IWT-301 Incumbent Worker Training Final Report. Such report shall include, but is not limited to, the following:
 - The actual number of incumbent workers trained by the Employer in conjunction with this training program.
 - 2. Sufficient source documentation for identification of participants for calculation of performance measures and any other outcomes deemed pertinent to CSTB.

IV. BUDGET AND PAYMENT FOR SERVICES

The approved <u>IWT Budget Form</u>, initialed by both CSTB and Employer, is included as part of the final contract and shall be incorporated herein by reference. Funds shall be expended solely for the purpose of the pre-approved IWT Budget.

Payments shall be made to Employer on a reimbursement basis.

- a) Employer may request reimbursement at the end of each training program or hold until the end of all training programs during the 6-month period/training contract. In order to receive payment, the Employer shall submit the Invoice Summary Form and source documentation (examples) in sufficient detail to support the reimbursement amount and related proof of payment.
- b) Reimbursement will be made in direct correlation with the Employer's training progress. The percent of funds must stay equal to or less than the percent of trainees that have been trained to date. If the final trainee count does not equal or exceed the committed number as specified above., the reimbursement will be lowered on a percentage basis.
- c) Employer shall submit the final invoice for reimbursement no later than 45 days following the completion of training or within 45 days of the expiration of this Contract, whichever comes first. Reimbursement request received after the 45-day cutoff will not be processed as they are considered null and void.
- d) CSTB has the authority to withhold payments until Employer has submitted the final reports and all performance criteria specified have been achieved.
- e) For changes between budget categories of the IWT Budget, Employer shall obtain approval from the Chief Financial Officer of CSTB by completing <u>Budget Change Request Form</u>. The Employer must properly complete and receive an approved Budget Change Request Form before costs will be reimbursed. Adjustment to the budget will be retroactive to the date the contract commenced. Changes between budget categories of an Approved IWT Budget do not require a formal contract modification.

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OJT APPENDIX

The On-the-Job Training ("OJT") program promotes reintegration into the workforce. An employer (public, private non-profit, or private sector) provides structured occupational training to a participant in exchange for the reimbursement of up to 75 percent of the wage rate to compensate for the employer's training costs. Emphasis has been placed on occupations listed on the <u>LWDB 15 Regional Demand Occupation List</u>, also known as the Targeted Occupations List (TOL) for the CSTB OJT Program.

I. OJT PROGRAM

- A. At Contract execution, the Employer and CSTB shall enter an <u>Initial Work Based Training Outline</u> (Form WBT-102a). And, from time to time during the Term of this Contract, if a Trainee is placed in an OJT program with the Employer, the Trainee, Employer and CSTB shall enter a <u>Final Work Based Training</u> Outline (Form-102b). Both of which are attached hereto and incorporated herein by reference.
- B. A Trainee may not start the OJT program with the Employer prior to the Final Work-Based Training Outline being signed by the Trainee, Employer and CSTB.
- C. OJT is limited to a maximum of six (6) month or 1,040 hours and shall take into consideration the amount of time required for a participant to become proficient in the occupation for which training is provided.

II. CSTB RESPONSIBILITIES

- A. Determine eligibility of the Trainee and occupation.
- B. Perform an initial assessment to include both informal and structured assessments conducted by the WIOA Work-Based Learning Program Staff. These assessments measure the job seeker's career interests and aptitude, identify transferrable skills, and provide career guidance that is essential for the job seekers transition to employment or reemployment.

III. EMPLOYER RESPONSIBILITIES

- A. Employer must not make or have made a hiring decision prior to participant becoming eligible for the OJT program through CSTB.
- B. The Employer shall hire the Trainee on the Start Date (as set forth in each OJT Training Form) as a W2 employee and a member of the Employer's regular permanent work force. The Employer agrees not to hire or retain Trainee as an independent contractor who would receive a 1099 in lieu of a W2.
- C. The Employer agrees to retain the Trainee as a permanent employee at the End Date (as set forth in each OJT Training Form), for a minimum of six (6) months, unless Employer can show that the Trainee has failed to meet the minimum level of performance required for the job title in which the person was trained.
- D. The Employer agrees to compensate each Trainee at the rate, including periodic increases, as other persons employed by the Employer in the same or similar jobs, and to provide each Trainee with the same terms of employment, insurance coverage, working conditions, pay and fringe benefits, accorded to other employees presently in the Employer's workforce. In addition, the Employer agrees the compensation rate will not exceed the maximum wage rate as identified in WIOA Section 122(h), 20 CFR 680.700.840.
- E. The Employer shall pay Trainee 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.
- F. The Employer agrees not to displace any currently employed employee of Employer with a Trainee, including through partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits, or through termination of any employee. Furthermore, Employer acknowledges that CSTB has no obligation to reimburse the Employer for any compensation paid to a Trainee who displaces a current employee, or who fills a job opening that was created by the termination of employment of any person by Employer for the purpose of filling such vacancy with a Trainee.



- G. The Employer agrees not to hire any Trainee to any position when the same or substantially equivalent position is vacant due to a hiring freeze, layoff or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the Employer's personnel policy or a collective bargaining agreement.
- H. The employer agrees funds will not be used to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.
- The Employer agrees that no officer, employee, agent or representative of the Employer has charged or shall charge a Trainee a fee for the placement or referral of such Trainee in or to an OJT position funded under this Contract.
- J. If a Collective Bargaining Agreement is in effect during the Term of this Contract covering occupations in which training will take place, then the Employer will notify in writing the appropriate collective bargaining agent for the occupation in which training will take the place of this OJT program and the Employer will obtain the written concurrence from the collective bargaining agent, or in the alternative if the Employer has not received a response from the collective bargaining agency within thirty (30) days after written notification to the collective bargaining agent, the Employer shall maintain written evidence of the notification to and the concurrence of the collective bargaining agent.
- K. The Employer represents and warrants that it has not relocated all or part of its business (located in the US or its territories) within the previous 180 days with such relocation resulting in the loss of employment at the original site.
- L. The Employer agrees not to hire or train any Trainees in sectarian or religious activities. Such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. Assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 667.275 and 29 CFR 37.6(f)(1). 29 CFR part 2, subpart D also contains requirements related to equal treatment in Department of Labor programs for religious organizations, and to protecting the religious liberty of Department of Labor social service providers and beneficiaries. Limitations on the employment of participants under WIOA to carry out the construction, operation, or maintenance of any part of any facility used or to be used for religious instruction or as a place for religious worship are described at 29 CFR 37.6(f)(2).
- M. The Employer agrees not to hire or train any Trainees in activities that are related to, arising out of or involve lobbying of state or federal legislatures, judiciaries or agencies.
- N. The Employer shall not discriminate against any person, applicant or employee employed in the performance of this Contract, or against any applicant for employment because of race, color, national origin (including limited English proficiency [LEP]), religion, sex, sexual orientation, gender identity, marital status, age, disability, political affiliation, or belief, on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or any other basis prohibited by applicable law. The Employer will maintain compliance with the Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance"), if applicable. Employer shall provide a harassment-free workplace, and allegations of harassment shall be promptly investigated and appropriately handled as required by applicable law.
- O. The Employer represents that at no time has it been convicted of a Public Entity Crime pursuant to section 287.133(2)(a), Florida Statutes, and recognizes that such a conviction during the Term of this Contract may result in termination.
- P. The Employer represents that it is aware of the requirements of Chapter 440 (Workers' Compensation) of the Florida Statutes with respect to workers compensation insurance. The Employer agrees that it will always comply with such provisions during the Term. Without limiting the foregoing, the Employer agrees to comply with all federal, state, and local laws and regulations, including all laws related to employment such as the Fair Labor Standards Act.



- Q. The Employer shall provide a copy of the grievance procedure that is used to handle any grievances or complaints that the participant may have. If the Employer does not have a grievance procedure, the Employer shall use the Workforce Grievance/Complaint and Whistleblower Process included within Applicant packet. The Employer must advise all participants of their right to appeal through the grievance procedures.
- R. The Employer is solely responsible for any licenses, permits or requirements necessary to employ the Trainees in its business.
- The Employer may not assign or subcontract its training duties hereunder, or its rights or interest in this Contract.
- T. The Employer agrees to routine monitoring and communication with the CSTB Work-Based Learning Program Staff regarding the process of the participant relating to the OJT Training Plan, progress reports, midpoint in training and completion of the OJT to capture measurable skills gained during participation.
- U. The Employer may not place an OJT participant in a home-based business.
- V. The Employer agrees that funds received from CSTB will not be used to directly or indirectly assist, promote, or deter union organizing.
- W. The Employer shall not place a participant in an OJT where a member of that person's immediate family is directly supervised by or directly supervises the participant.

IV. TRAINEE SKILLS EVALUATION

- A. On a monthly basis, the trainee's acquisition of the required occupational skills on the Training Plan will be evaluated by the employer/supervisor using the OJT Training Monthly Progress Report. This is an opportunity for the employer/supervisor and the trainee to interact and review the skills progress made during the review period.
- B. The OJT Training Monthly Progress Report will also be used at the conclusion of training to document the mastery of the required skills. This will be utilized to document Measurable Skills Gained for WIOA program participants as it outlines the validation of skills and competency attainment for participants.
- C. The trainee's progress under an OJT contract will be formally monitored by the CSTB Work- Based Learning Program Staff monthly during participation in the OJT program. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to insure the successful completion of the training.

V. PERFORMANCE

Employers are expected to maintain a specific OJT completion rate and a retention ratio as defined herein. Employers who do not meet these performance measures will be suspended from additional OJT opportunities for a period of (6) months.

- A. OJT Completion and Retention WIOA: at least 80% of OJTs executed must be successful (to completion) for businesses to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
- B. OJT Completion and Retention WTP: at least 60% of OJTs executed must be successful (to completion) for the business to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
- C. Exceptions to the OJT completion rate may be made for a trainee's release involving mitigating circumstances that may result in a "neutral termination." Mitigating circumstances may include circumstances such as the OJT trainee resigns for higher wage employment; death of OJT trainee; or extreme circumstances out of the business's control. Neutral terminations will not be considered in determination of retention ratio and must be clearly documented and approved.
- D. Retention is measured on OJT Contracts based on completion dates within the previous twelve (12) months. Failure to meet performance standards may result in a business's suspension from the OJT program.
- E. A suspended business may be considered for additional OJTs in one of two ways (whichever occurs first):



- After six (6) months from exit date of most recent unsuccessful OJT or non-retained OJT trainee, <u>OR</u>
- 2. Business demonstrates a willingness to allow CSTB to screen and place candidates to non-OJT jobs, and those hires result in a positive retention at the end of six (6) months from hire date.

VI. PAYMENTS

A. On the terms herein, CSTB shall reimburse the hourly rate of each Trainee as set forth in each signed Individual OJT Reimbursement Form, attached and incorporated herein (the "Reimbursements") and based on the table below:

Employer Size	CSTB Reimbursement
50 or less employees	Up to 75 percent of Trainee wage rate
51 or more employees	Up to 50 percent of Trainee wage rate

- B. Reimbursements will be based on a maximum 40-hour work week and will only be paid based on actual hours worked. CSTB will not be responsible for Reimbursements that exceed 40 hours in a week.
- C. OJT funds can not be utilized to pay holidays, sick leave, vacation, overtime hours, fringe benefits, training related supplies and/or equipment, work performed outside of the OJT contract.
- D. CSTB will pay Reimbursements to the Employer upon receipt of a signed Attachment II: Individual OJT Reimbursement Form in the form of that attached hereto (each, a "Reimbursement Form"), together with copies of the documentation referenced therein. Documentation should be submitted within 15 days of completion of training. Failure to submit within this timeframe may result in non-payment.
- E. If this Contract terminates or expires, the Employer must submit all Reimbursement Forms and necessary documentation within 15 days of the expiration or termination date in order to receive Reimbursement. CSTB is not responsible for any Reimbursements if such Reimbursement Forms and documentation are not received within such timeframe.

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PWE APPENDIX

The Paid Work Experience ("PWE") program enables WIOA-eligible participants an opportunity to engage in work experiences where they develop employability skills, acquire job-specific knowledge and gain work experience in an area that helps prepare them for self-sufficient employment.

I. PWE PROGRAM

- A. At Contract execution, the Worksite Host and CSTB shall enter an <u>Initial Work Based Training Outline</u> (Form WBT-102a). And, from time to time during the Term of this Contract, as a Trainee is placed in a PWE program with the Worksite Host, the Trainee, Worksite Host and CSTB shall enter a <u>Final Work Based Training Outline</u> (Form-102b). Both of which are attached hereto and incorporated herein by reference.
- B. Work experience worksites may be businesses or organizations that are private-for-profit, not-for-profit and government organizations in Hillsborough County. Priority will be placed on current focus industry sectors such as: Manufacturing/Construction/Building Trades, Hospitality/Travel Tourism, Transportation & Logistics and Retail, Financial Shared Services, Healthcare, and Information Technologies (IT).
- C. This Contract must be completed and signed by CSTB and Worksite Host prior to a CSTB participant's placement with the Worksite Host. In addition, it is understood by CSTB and the Worksite Host that no legal employer-employee relationship exists between the Worksite Host and the participant.

II. CSTB RESPONSIBILITIES

- A. Recruit, select and refer participant(s) to Worksite Host who are eligible for the Youth paid work experience program.
- B. Conduct a local and State Department of Corrections Criminal Background and History background check on all PWE program participants. The results of this check cannot be divulged to the Worksite Host due to the employer employee relationship between CSTB and the program participant.
- C. Provide the funds that will compensate participant(s) one hundred percent (100%) of the Youth PWE wage rate established at \$13.00 per hour, maximum of 30 hours per week for up to twenty (20) weeks. PWE participants will be compensated for actual time worked and are not eligible for holiday pay.
- D. Assist the Worksite Host site supervisor in resolving any problems concerning the participant(s) performance on the job.
- E. Hear all grievances concerning the Youth paid work experience program performance at the job site in accordance with CSTB grievance procedures.
- F. Inform the Worksite Host 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.
- G. Conduct bi-weekly onsite Youth PWE Worksite monitoring visits with youth and direct worksite supervisor(s) to evaluate the progress of the paid work experience program.
- H. Monitoring of the activities under this Contract at the host work site(s) at reasonable hours and as frequently as the authorized representatives of CSTB may deem necessary in order to assure the Work Experience Program is constructive for the participant and that all provisions of this Contract 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 CSTB, 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.

III. WORKSITE HOST RESPONSIBILITIES

By signing this Contract, the Worksite Host agrees to the following:

A. Provide the necessary orientation, training, supervision, and mentoring/coaching at all times, precautionary safety instructions in the performance of the CSTB participant(s) duties, as stated in the job description.



- B. Strictly adhere to CSTB Worksite Supervision ratio of 1:7
- C. Worksite Host is to notify CSTB immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participants.
- D. Worksite Host certifies that no participant's immediate family member will directly supervise any participant(s) referred by CSTB. Provide a professional work experience related to the CSTB participant(s) area of interest.
- E. Abide by health and safety standards, including Child Labor Laws, established under state and federal law. Carry liability insurance coverage in accordance with State of Florida law. Workers compensation insurance coverage for CSTB participant(s) will be provided under Department of Economic Opportunity (DEO) for Workforce Innovation and Opportunity Act (WIOA) & Temporary Assistance for Needy Families (TANF) funded program participants. CSTB will coordinate Workers compensation insurance coverage for other funding sources.
- F. Complete evaluations of the CSTB participant's performance during the work experience. Notify CSTB contact 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.
- G. Notify the CSTB contact of Worksite Host's issues with participants and attempt to discuss and resolve prior to opting to terminate.
- H. Notify the CSTB contact in writing immediately upon notice of the status of a participant when one or more of the following situations occur:
 - the participant has failed the work assigned or voluntarily quit the work experience.
 - 2. the participant has experienced absenteeism or sickness or other problems.
 - 3. the participant secured employment with the Worksite Host or with another entity.
- The work experience is for the benefit of the CSTB participant(s). The work experience shall be no more than twenty (20) weeks and no more than thirty (30) hours per week unless the Worksite host desires to convert and hire the participant into unsubsidized employment earlier.
- J. The CSTB 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.
- K. The participant shall not be instructed nor allowed to drive an automobile for business purposes.
- L. 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.
- M. No currently employed Worksite Host employee shall be displaced by a CSTB 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 work experience Program Non-Financial agreement is with the expectation that Worksite Host will be monitored by CSTB for compliance with this provision and Worksite Hosts that violate this provision of the Contract and requirement of the law will be terminated from participation in the work experience program.
- N. Maintain adequate accountability for the Work Experience participant's time and attendance and submit online electronically signed time sheets to the CSTB contact in accordance with pre-determined payroll periods, with documentation to support the Youth paid work experience program participant's time and attendance required for administrative purposes.
- O. Review and approve participant's time and attendance and submit approved timecard through CSTB online Youth PWE portal, Career Edge, on a bi-weekly basis.
- P. 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.



- Q. Routinely provide feedback to CSTB regarding the program participant's progress in the paid work experience program. Understand that CSTB will have an onsite presence at the worksite to conduct biweekly monitoring visits with youth and direct worksite supervisor(s).
- R. Duties must be strictly adhered to in the approved job description, which has been mutually agreed upon by the Worksite Host and CSTB.
- S. All CSTB participants are to be provided with the same working conditions by Worksite Host accorded to other employees presently in the Worksite Host's workforce.
- T. The Worksite Host shall have all supervisory responsibility of the CSTB participant(s).
- U. Worksite Host shall inform CSTB Contact immediately should an accident or injury occur at the job site affecting or involving a CSTB participant(s).
- V. No participant may participate in a work experience unless the participant is referred to Worksite Host by CSTB in accordance with the terms of this Contract.
- W. Implement administrative controls to ensure that costs for wages and other costs that are funded under this Contract are not being paid by other federal, state, or local programs to eliminate the possibility of duplicate funding.

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FORMS

This section includes the forms that are to be completed as described in the respective program (IWT, OJT or PWE) appendix.

IWT Budget Form

	NAM	ME OF EMPLOY	R
Catagory		Budget	
Category	IWT Total Cost	CSTB	Contractor
Direct Training Costs: Instructor Wages. Wages capped at: - \$35/hr for Contractor Employee Trainer (see Note) - \$200/hour for 3rd party trainer.	-	-	-
Direct Training Costs: Tuition (including manuals and texts). Limited to course content only - no certification or exam preparation materials, capped at \$100 per textbook and/or manual).		-	-
Other Training Costs. Limited to copies or slides at .03 per copy, training DVDs or tapes	-	-	_
Total, excluding curriculum development	-	-	-
Curriculum Development. Limited to two hours for every one hour of training. No more than 25% of total cost is allowed for curriculum development.		_	-
Total	-	-	-
Contractor Contribution Curriculum development, not to exceed	-		

CSTB Sector Strategist Initials:	
Employer Initials:	

Note: If the instructor is a business employee, the business will be required to provide a minimum of 50 percent of the \$35/hour cap.



<u>IWT</u> Invoice Summary Form (Page 1 of 1)

Decide of the second	IWT Invoice #	IWT (Invoice # 2022-400-001 00X	хоо								
TAMPA BAY	Current Re	nt Report Period	MM-DD-YYYY	MM-DD-YYYY thru MM-DD-YYYY			NAME	NAME OF EMPLOYER	~		
		Original Budget				Actual			AN	Available Reideet	
Category	IWT Total Cost	CSTB Responsibility	Contractor Responsibility	IWT Expenditures Current Reporting Period	WT Expenditures CSIB Contribution Current Reporting - Current Period Period Expenditures		IWT Expenditures - Current Period Reimbursement	WT Expenditures - IWT Expenditures Current Period Cumulative to Reimbursement Date	Total Budget Available	CSTB	Contractor
Direct Training Costs: Instructor Wages. Wages capped at: -535/hr for Contractor Employee Trainer (see Note) -\$200/hour for 3rd party tainer.						Expenditures	Approved				
Direct Training Costs: Tuiton (including manuals and texts). Limited to course content only no certification or exam preparation materials, capped at \$100 per textbook and/or manual).											
Other Training Costs, Limited to copies or slides at .03 per copy, training DVDs or tapes		1	-								
fotal, excluding curriculum development							٠	-			
Curriculum Development. Limited to two hours for levery one hour of training. No more than 25% of total cost is allowed for curriculum development.		'							·		, i
Contractor Contribution	. %0			Amount	Amount due to Contractor						

Note: If the instructor is a business employee, the business will be required to provide a minimum of 50 percent of the \$35/hour cap.

Name, Title

Prepared by:

Approved by:



IWT Budget Change Request Form

(Page 1 of 1)

		dget: Justification of Change osts (brief description explaining the reason for change)						
Organization		ient: Adjusted Budget: ie / IWT Total Costs						
Name of Employer Organization	Budget	udget: Adjustment: Costs Increase / (Decrease)			1		1	·
		Original Budget: IWT Total Costs	or arty	d to als,			٥٤	
		Category	Direct Training Costs: Instructor Wages. Wages capped at \$35/hr for Contractor employees delivering the training. \$200/hour for 3rd party trainer.	Direct Training Costs: Tuition (including manuals and texts). Limited to course content only - no certification or exam preparation materials, capped at \$100 per textbook and/or manual).	Other Training Costs. Limited to copies or slides at .03 per copy, training DVBs or tapes	Total, excluding curriculum development	Curriculum Development. Limited to two hours for every one hour of training. No more than 25% of total cost is allowed for curriculum development.	Total

Date Prepared:	Date Approved:
Name, Title	
Prepared by: (Contractor)	CSTB Approval:

Page **18** of **25**



IWT Source Documentation Examples (Page 1 of 1)

Note: Proof of Payment and sufficient source documentation is to be included with all reimbursement requests.

a. Copy of cancelled check that has cleared the financial institution or

b. Credit card receipt/statement

c. Copy of Bank Statement if cleared through ACH with no image

(Company generated reports, such as quick books, will not be accepted)

Category	Source Documentation Examples
Direct Training Costs: Instructor Wages. Wages capped at \$35/hr for Contractor employees delivering the training. \$200/hour for 3rd party	-Payroll Documents shall include paystubs showing pay period dates, pay date, # of hours worked, rate of pay, deductions, etc.
trainer.	
Direct Training Costs: Tuition (including manuals and texts). Limited to	- Invoice from vendor that lists the "approved course" and proof of payment
course content only - no certification or exam preparation materials,	- Invoice and Receipt if Manuals/Textbooks are purchased and proof of payment
capped at \$100 per textbook and/or manual).	- If developed internally, provide rationale for cost and provide copy of developer's
	payroll sheet.
Other Training Costs. Limited to copies or slides at .03 per copy, training	Copies are reimbursed at .03 cents per copy page
DVDs or tapes	Provide Invoice and Receipt for binders and dividers and proof of payment.
	(will not reimburse for paper, pens, tab folders, staples, erasers, sticky notes, index
	cards, paper clips and other general supplies)
Curriculum Development. Limited to two hours for every one hour of	-Vendor Developed: Provide invoice and proof of payment. Invoice should include the
training. No more than 25% of total cost is allowed for curriculum	name of the training the curriculum was developed for, the total number of training
development.	hours, the number of hours for the curriculum development, and the cost per hour for
	the curriculum development.
	-Developed Internally: Provide rationale for cost and provide copy of developer's
	payroll sheet



OJT and PWE Initial Work Based Training Outline

(Page 1 of 2)

Employer Name Job/Occupational							
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OJT and PWE Initital Work Based Training Outline - Continued

(Page 2 of 2)

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Components:					
h) Academic Components:					
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	CSTB Care			Skills Training	
Employer Signature				Date	



OJT and PWE Final Work Based Training Outline

(Page 1 of 2)

Cuskromer Name: Employer Name: Job/Occupational Title:			Lass 4 of \$	SNE_		
Job/Occupational Title:						_
			_ 3. TOL/SOC	Code		_
4. Job Description: See Attachment 1	Initial WEIT Outlet	e 5	. Hourty Wage I	Ruse:		
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OJT and PWE Final Work Based Training Outline - Continued

(Page 2 of 2)

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a) Occupational Education				
Components:				
ha e a company a				
b) Academic Components:				
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Employer Print Name Employer Signature	CSTS CareerEDGE Trains	Date Job 7		
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(Page 1 of 2)

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Individual OJT Reimbursement Form – Continued

(Page 2 of 2)

Carsersource FAMPA BAY	Attachment II: Individu	al OJT Reimbursement Forn
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Attachment I: Initial Work Based Training Outline

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1. Employer Name	e: <u>Florid</u>	a Health Sciences Ce	nter dba T	ampa	General Hosp	ital			
2. Job/Occupation:	al Title:	Transporter / Orderli	es			3. TOL	/SOC Cod	e: 31101	5
4. Job Description:	:]	Under the supervision of the Man Epic of Dispostener, for dansport following departmental operation management practices. Responsi	of patients and a ear and safety or	agurpm oficies a	ent within established and procedures - Demo	esponsible for the departmental to enstrates positive	signments, as receive BECEVRY Standards, a ofection control and a	d from	
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☐ Information Technology ☐ Manufacturing/			Logistics		Military Affairs		☐ Trades/	transportatior	1
Job Skills Needed/ Skills to Be Learned				·	Date Meas		<u> </u>		
Skills		Hours Required	i	Estimated Training Hours	Starting Measure	Capability	Ending Capability		
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7) Understands how hours in the syste	v to sig em.	n in/out to track	20			Not Skilled Some Skill Skilled	Ø D	Beginning Intermediate Skilled	D 29
⁸⁾ Understands ho in the system.	w to cl	neck total hours	2D			Not Skilled Some Skill Skilled	a	Beginning Intermediate	
9) Understands and ab customer service to visitors.	le to app colleague	ly outstanding es. patients, and	2D			Not Skilled Some Skill Skilled	6 0	Skilled Beginning Intermediate Skilled	0

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Attachment I: Initial Work Based Training Outline

Skills 10) General Hospital Oriente learning system. Total Hours *Note: Total hours cannot e	:	Hours Required	Estimated Training Hours	Starting Capabilis Measured Not Skilled Some Skill Skilled	fy © D	Ending Capability Beginning Intermediate Skilled	10 10 18
	PWE ONLY (WIO) below is only red			,	5.		
6. Training Outline:	Includes both accrefers to contexton the information in industry/occupation.	ual learning i ecessary to	hat accompa understand a	nies work experie	ence		
a) Occupational Education Components:	Participants will service skills, use						
b) Academic Components:	Hospital orienta	ation comple	eted via onlin	ne modules.			
	CSTB Work F CSTB Career		, .	Skills Training			-
Tylir Carpenin				May 4, 2022			

Employer Signature

CSTB Sector Strategist Signature

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