

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

Ma	aster Contract Number: 2023-460-85
Contract Amount (Related Party): IWT \$	
Employer/Worksite Host Profile (or Staffing Age	ency, if applicable)
Business Name: C. S. WEST & A	SSOCIATES, PA
Address: 1115 PROFESSIONA	L PARK DR
city: BRANDON	State: FL Zip: 33598
Telephone: 813-344-1784	Fax:
website: WWW.CSWESTCPAS.COM	1
county: HILLSBOROUGH	FEIN #: 46-5426080
Years at Current Location: 11 MONTHS Industr	y Sector: Finance/Professional Services
	tative must be identified to validate the Contract
Representative: CEDRICK WEST	
Telephone: 813-344-1784	
Email: CEDRICKWEST@CSWESTC	PAS.COM
CareerSource Tampa Bay	
Staff Contact Name: CHRISTOPHE	R BAILEY
Contact Phone: 813-763-0479	Baileyc@careersourcetb.com
organization appointed and designated by the Hillsbo Hillsborough County Workforce Development Bo	CareerSource Tampa Bay (CSTB) is a 501(c)(3) non-profit brough County Board of County Commissioners to act as the ard under provisions of the Workforce Innovation and dested and received certification as the Local Workforce brida, the State of Florida Workforce Development.
	enter into a Contract with CSTB, to participate in the work- ee to comply with all its said terms and conditions as further
Incumbent Worker Training (IWT) – <a href="IWT Appendix">IWT Appendix</a> On-the-Job Training (OJT) – <a href="OJT Appendix">OJT Appendix</a> Paid Work Experience (PWE) – <a href="PWE Appendix">PWE Appendix</a>	
	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:

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#### 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 30<sup>th</sup> 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 31<sup>st</sup> of the same calendar year. Subsequently, it will automatically renew for up to three (3) additional one-year periods, on January 1 except for related party contracts. Related-Party PWE Contracts shall continue for one year from the effective date and will not auto-renew.

#### 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 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).
- C. 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.
- D. 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.
- E. 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 participation).
- F. Funds will not be used to place a participant in the construction, operating, or maintaining of any part of any building which is used for sectarian instruction or as a place of worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- G. Funds will not be used for any political or lobbying activities, or any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- H. Funds will not be used to directly or indirectly assist, promote, or deter union organizing.
- I. Funds will not be used to encourage or induce relocation.
- J. The Employer may not place an OJT participant in a home-based business.

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#### 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 Tampa Bay	Contact Name/Title: Anna Munro, VP of Fiscal and Administrative Compliance Organization Name: CareerSource Tampa Bay Physical Address: 4350 West Cypress Street, Suite 875, Tampa, FL 33607
Worksite Host	CEDRICK WEST  Contact Name/Title:  C. S. WEST & ASSOCIATES, PA  Organization Name:  Physical Address: C. S. WEST & ASSOCIATES, PA
	BRANDON, FL 33511

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.

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#### 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.

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#### 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 to whom the information pertains or 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.

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- 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.
- F. Employer represents that at no time has it been placed on the discriminatory vendor list pursuant to section 287.134(2)(a), Florida Statutes (F.S.) and recognizes inclusion on the list during the term of the contract results in termination.
- G. 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.
- H. Contract may not be entered with an employer who has received payments under previous work-based services if the employer has exhibited a pattern of failing to provide a positive work experience. This includes those employers for On-the-Job trainings where a participant was not provided continued long-term employment, wages, benefits, and working conditions that are not equal to those provided to similarly situated employees.

#### 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.

[SIGNATURE PAGE FOLLOWS]

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#### 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:
C.S. WEST & ASSOCIATES,PA	Sheila Doyle Sheila Doyle (Dec 14, 2023 09:45 EST)
Signature	Signature
Sophia West	Sheila Doyle
Print Name	Print Name
Sophia West	CFO
Title	Title
12/13/2023	12/14/2023
Date	Date
Staffing Agency (only if applicable):	
Signature	Title
Print Representative Name	 Date

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#### **OJT APPENDIX**

This appendix addresses On-the-Job ("OJT") training and OJT as a component of a Registered Apprenticeship. Occupations shall be limited to CSTB's <u>Approved Training Vendors and Targeted Occupations Lists</u>. In exchange, CSTB shall provide a reimbursement in accordance with section VI. Payments.

- On-the-Job Training ("OJT")
  - Structured occupational training conducted by an employer (public, private non-profit, or private sector) provided to eligible participants engaged in a productive work in a job that provides knowledge or skills essential to full and adequate performance of the job and limited in duration to the occupation for which the eligible participant is being training.
- OJT as a component of a Registered Apprenticeship Program (RAP).
  - Registered Apprenticeship is an employer (public, private non-profit, or private sector) driven, "learn while you earn model" that combines OJT with job-related instruction in curricula tied to the attainment of industry-recognized skills standards. The OJT must be under the supervision of a skilled worker.
  - OJT contract may be written for eligible employed workers for a RAP.

#### I. OJT PROGRAM

- A. At Contract execution, the Employer and CSTB shall enter an <a href="Initial Work Based Training Outline">Initial Work Based Training Outline</a> (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 <a href="Final Work Based Training">Final Work Based Training</a> 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. For RAP, the Trainee may be an employed worker.
- 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. For RAP OJT, the Trainee may be an employed worker.
- 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 workforce. The Employer agrees not to hire or retain Trainee as an independent contractor who would receive a 1099 in lieu of a W2. For RAP OJT, the Trainee may be an employed worker.
- 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.

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- 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 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Employer is solely responsible for any licenses, permits or requirements necessary to employ the Trainees in its business.
- K. The Employer may not assign or subcontract its training duties hereunder, or its rights or interest in this Contract.
- L. 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.
- M. 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.

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- 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):
  - 1. After six (6) months from exit date of most recent unsuccessful OJT or non-retained OJT trainee, **OR**
  - 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 <a href="Individual OJT Reimbursement Form">Individual OJT Reimbursement Form</a>, 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 sufficient 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. In limited circumstances, the Employer may be approved to submit reimbursements prior to completion of training. To be considered, the Employer is to submit a request that includes (1) the reason reimbursement prior to training end date is needed and (2) the reimbursement frequency. The CSTB SVP, CFO will review the request and provide denial or approval.
- 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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## Attachment I: Initial Work Based Training Outline

Check which category applies to you: ■ OJT □ PWE							
1. Employer Name: C.S. West & Associates. PA							
2. Job/Occupational Title: Office Clerk/Admin 3. TOL/SOC Code: 439061							
Maintains office services by organizing office operations and procedures, preparing controlling correspondence, designing filing systems, reviewing and approving sup						<u></u>	
-	requisitions, and assigning and monitoring clerical functions.						
5. Sectors:	■ Finance/Professional Services □ Healthcare/Life Sciences □ Hospitality/Retail/To					y/Retail/Touri	sm
☐ Information Technolo	gy	ogistics D	Military Affairs		☐ Trades/tr	ransportation	
Job Skills Needed/ S	kills to Be Learned		Date Meas	ured:			
Skills		Hours Required	Estimated Training Hours	Starting Measure	Capability	Ending Capability	
Basic Accounting Knowled     Understand basic account     Familiarity with common a     Sage, etc.)		125		Not Skille Some Ski Skilled		Beginning Intermediate Skilled	
Office Administration:     Clerical skills, such as filing, typi     Knowledge of office equipment,     scanners.	ing, and data entry. like fax machines, photocopiers, and	30		Not Skille Some Ski Skilled		Beginning Intermediate Skilled	
Communication Skills:  Effective written and verbal com Ability to draft emails, letters, and	d other correspondence.	40		Not Skille Some Ski Skilled		Beginning Intermediate Skilled	
Customer service skills to handle     Time Management & Organization      Prioritize tasks and management	anization:	40		Not Skille Some Ski	d 🖸	Beginning Intermediate	
Maintain a clean and orga  5) Technical Proficiency:		100		Skilled Not Skille		Skilled Beginning	
Ability to learn and adapt to new	Suite (Word, Excel, PowerPoint, and Outlook).  software quickly.			Some Ski Skilled Not Skille		Intermediate Skilled Beginning	
6) Records Management:  Efficiently handle and orgal Understand the importance	nize both electronic and paper records. e of client confidentiality.	10		Some Skilled	- 5.0	Intermediate Skilled	
7) Scheduling & Appoints	ment Management:	10		Not Skiller Some Ski		Beginning Intermediate	
	nts for the CPA or team.			Skilled		Skilled	
	sh, invoicing, and ing if necessary.	10		Not Skille Some Ski Skilled	_	Beginning Intermediate Skilled	
firm.	ustry and the specific needs of your regulations, and key deadlines relevant	500		Not Skille Some Ski Skilled	d 🖸	Beginning Intermediate Skilled	
				1			

WBT-102a Rev. 09/30/2019

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## Attachment I: Initial Work Based Training Outline

Skills  10) Workshops or courses on improving administrative skills. Enhancing soft skills, such as teamwork, leadership, and critical thinking.  Total Hours:  *Note: Total hours cannot exceed 1,040.  PWE ONLY (WIO Section below is only recommended)				•	0	Ending Capability  Beginning Intermediate Skilled	
	Includes both academic and occupational educational components which refers to contextual learning that accompanies work experience. It includes the information necessary to understand and work in specific industry/occupation listed above.				;		
a) Occupational Education Components:  b) Academic Components:							
	CSTB Work     CSTB Caree			Skills Training			_
Cedrick West, CPA Employer Signature	Digitally signed by Ced Date: 2023.10.03 10:0			10/01/2023 Date			
Louis Rivera  CSTB Sector Strategist  WBT-102a Rev. 09/	-	∄careersourcetb.com, c=US		10/05/2023 Date			

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## Attachment I: Final Work Based Training Outline

Check which category applies to you: 🔲 🔾	JT PWE	Funding S	ource:	
Customer Name:			Last 4 of SSN:	
1. Employer Name:			_	
2. Job/Occupational Title:			3. TOL/SOC Code	<b>):</b>
4. Job Description: See Attachment 1: Initial			ourly Wage Rate: _	
6. Training Period Start Date:	<u>//</u>		d Date:/	
Job Skills Needed/ Skills to Be Learned			ured://	<del></del>
Skills	Hours Required	Estimated Training Hours	Starting Capability Measured	Ending Capability
1)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
2)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
3)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
4)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
5)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
6)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
7)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
8)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
9)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled
10)			Not Skilled Some Skill Skilled	Beginning Intermediate Skilled

WBT-102b Rev. 10/19/2022

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## Attachment I: Final Work Based Training Outline

	Total Hours: *Note: Total hours cannot exceed 1,040.					
PWE ONLY (WIOA YOUTH ONLY- AGES 16-24) Section below is only required for PWE program participants.						
6. Training Outline:	Includes both academic and occupational educational components which refers to contextual learning that accompanies work experience. It includ the information necessary to understand and work in specific industry/occupation listed above.					
a) Occupational Education						
Components:						
b) Academic Components:	CSTB Work Readiness/ Employability Skills Training     CSTB CareerEDGE Training Modules					
Candidate Signature				Date /		
Employer Print Name				Job Title		
Employer Signature				Date /		
CSTB Recruiting/ Care	CSTB Recruiting/ Career Coach Signature			Date		
WBT-102b Rev. 10 CareerSource Tampa Bay is an individuals with disabilities. All v Florida Relay Service at (800) 9 A proud partner of the America	voice telephone numbers 955–8771.					



#### Attachment II: Individual OJT Reimbursement Form

Employer expense reimbursement is requested for providing training as outlined in the *Final Work Based Training Outline* that has been attached to the Employer's fully executed On-the-Job Training Agreement (the Agreement). In submitting this Reimbursement Form, the Employer certifies the reimbursement is in accordance with the terms and conditions of the Agreement and that the documentation provided is true, accurate and complete.

EMPLOYER INFORMATION					
Company Name					
Address					
Contact Name					
Contact Phone Number					
	TR	AINEE INFORM	MATION		
Job/Occupational Title					
Trainee Name					
Trainee Last 4 SSN			Trainee Hourly Ward (Approved)	age \$	
Training Period (MM/DD/YYYY) *Cannot begin before the execution date of the Employer's OJT Agreement.	Start Date of OJT*	/ /	Approximate End Date of OJT	/ /	
CSTB Total Cost (entire training period)	\$				
<b>31</b>	REIN	BURSEMENT	REQUEST		
		Completed by Em	ployer		
Payroll period	Start Date	/ /	End Date	/ /	
Approved Wage Rate (A)	\$		Reimbursement Rate (B)	% Enter rate as decime For example, enter 25% as 0.25	
Number of Training Hours Worked (C)			Per paystubs		
Reimbursement Amount (A x B x C)	<sup>\$</sup> 0				
		Completed by C	STB		
Reimbursement Approved	\$		Final amount appr	oved by CSTB	
T 1 / / 1	, CC 1 1	. 1 11 64 61	1 1 1 2 2	CCTD	

In order to request reimbursement of funds, please provide all of the following documentation to your CSTB contact:

- Payroll Documents shall include paystubs showing pay period dates, pay date, type of hours worked, rate of pay, deductions, etc.
- Timesheet Detail for only the FIRST and LAST week worked of the OJT Training Period (Timesheet detail for the entire training period is not needed).

#### WBT-103

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Individual OJT Reimbursement Form Version 2022.01.27



### **Attachment II: Individual OJT Reimbursement Form**

SIG	NATURES		
Signature below denotes the information submitted	d is accurate and complete:		
Organization Name			
Authorized Employer Signatory (Signature)			
Authorized Employer Signatory (Print Name)			
	/		_
Title	Date		
Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay			
Authorized Signatory (Signature)			
Authorized Signatory (Print Name)			
		/	_
Title	Date		

WBT-103

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Individual OJT Reimbursement Form Version 2022.01.27

# 2023-460-85\_C.S. West and Associates\_OJT WBL Agreement

Final Audit Report 2023-12-14

Created: 2023-12-14 (Eastern Standard Time)

By: Melissa Carroll (carrollm@careersourcetb.com)

Status: Signed

Transaction ID: CBJCHBCAABAAA-i2S9PRhrM8DOxnFTdWqS3fU3ceosP0

## "2023-460-85\_C.S. West and Associates\_OJT WBL Agreement" History

- Document created by Melissa Carroll (carrollm@careersourcetb.com) 2023-12-14 8:36:04 AM EST
- Document emailed to Sheila Doyle (doyles@careersourcetb.com) for signature 2023-12-14 8:37:12 AM EST
- Email viewed by Sheila Doyle (doyles@careersourcetb.com) 2023-12-14 9:45:26 AM EST
- Document e-signed by Sheila Doyle (doyles@careersourcetb.com)
  Signature Date: 2023-12-14 9:45:49 AM EST Time Source: server
- Agreement completed. 2023-12-14 - 9:45:49 AM EST



