On-The-Job Training (OJT) Agreement

Between CareerSource [Tampa Bay] And [Empact Solutions LLC]

Section 1. Employer Information

OJT Provider Name: Empact Solutions LLC	FEIN: 83-1347831
Type of Business: Professional Services	
Contact Person/Title: Elizabeth Siplin, President	
Address: 15 8th Street North St. Petersburg, FL 33701	Phone Number: 855-736-7225
	Email Address: esiplin@empactsolutions.info

Worksite Information, if different from the Employer Information above.

OJT Provider Name: Empact Solutions	FEIN:
Type of Business: Professional Development and Consulting	
Contact Person/Title: Elizabeth Siplin	
Address: 15 8th St. N. St. Petersburg, FL 33701	Phone Number: 9153557715
	Email Address: Esiplin@empactsolutions.info

Section 2. On-The-Job Training Agreement

This On-The-Job Training ("OJT") Agreement (the "Agreement") is between CareerSource [Tampa Bay], whose legal name is [Tampa Bay Workforce Alliance, Inc.] (hereinafter referred to as "[CSTB]"), and [Empact Solutions LLC], (hereinafter referred to as "Employer"), [Employer Address] for the purpose of providing OJT services to eligible participants in accordance with the Workforce Innovation and Opportunity Act ("WIOA"). [CSTB] and Employer may hereinafter be referred to collectively as the "Parties" and each individually as a "Party." Both Parties agree to the terms and conditions set forth within this Agreement. The term of this Agreement commences on [10/5/26], or on the last date fully executed by both parties, whichever is later, and terminates on [6/30/27]. [Elizabeth Siplin [esiplin@empactsolutions.info]]

The Employer agrees not to commence OJT activities with a participant until after deciding on a mutually agreed upon start date with [CSTB]. An eligible participant shall not begin

work/training under the OJT assignment prior to all documents[1] and processes being completed and executed by the Parties and the participant, as applicable.

Occupation Eligibility

[CSTB] must ensure that participants are placed in OJT for occupations that are in demand in the local area, are appropriate for the program and included on the Targeted Occupations List (TOL) or for an occupation for which the employer has requested OJT. Occupations or job types that are not suitable for OJT are occupations that are:

a. Based on commission;
b. Seasonal in nature; or
c. Less than part-time.

Section 3. General Terms and Conditions

This Agreement may be amended at any time if both Parties agree in writing by signing an amendment to the Agreement. The agreement cannot extend beyond 12 months, except in instances where it takes longer to learn the job, e.g., apprenticeships. The Parties must document reasons for any OJT that takes longer than 12 months.

In instances where there is a Professional Employment Organization[2] (PEO) serving as the employer of record for the OJT activity, the PEO and the Employer must communicate with each other to ensure this agreement is carried out in accordance with the 12-month requirement and exceptions based on the time required to do the work as noted in this section.

OJT DEFINITION

In accordance with the WIOA sec. 3 (44), the term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work. This training will:

a. Provide knowledge or skills essential to the full and adequate performance of the job;
b. Qualify for reimbursement to the employer of up to 50 percent (Note: in some circumstances, depending on the size of the employer, the reimbursement rate may go up to 75 percent) of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training;
c. The reimbursement rate for this Agreement is: 75%; and
d. Be limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

OJT may be provided to eligible employed workers when:

a. The employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment, as determined by LWDB policy;

[1] Documents include eligibility items, IEP, OJT training plan, OJT contract, and any other document needed to complete the activity.

[2] A Professional Employment Organization is a third-party company that manages human resources functions for small businesses, including payroll processing and benefits administration.

b. The requirements in 20 CFR 680.700 are met; and
c. The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the LWDB.

Section 4. Employer Assurances

A. Compliance with the Law

1. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws and health and safety laws).
2. Employer agrees to schedule the participant with a full-time scheduled number of work hours. Exceptions may include holidays, requested time off, or other granted leave time.
3. Employer agrees not to engage participants in sectarian activities or in the construction of sectarian facilities while participating in an OJT activity, as provided in WIOA section 188(a)(3) and 20 CFR 683.255.
4. Employer agrees that a participant may not be assigned to an activity or employed in a position if the employer has created the vacancy or terminated an existing employee without good cause in order to fill that position with a program participant.
5. Employer agrees that this program will not result in the displacement or reduction in hours of currently employed workers or impair existing agreements or contracts for services.
6. Employer agrees that the funds reimbursed from this Agreement shall 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, is being locked out in the course of a labor dispute, or the filling of a job which is otherwise an issue in a labor dispute involving a work stoppage.
7. Employer agrees that funds will not be used to impair a 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.
8. Employer will not encourage or discourage union activities. If employees are unionized, this Agreement has been entered into with their concurrence. Funds provided to employers pursuant to this Agreement may not be used to directly or indirectly assist, promote (encourage) or deter (discourage) union organizing.
9. Employer agrees funds provided under this Agreement will not be used to fill position openings created by layoff, staff reduction, or company re-location within 120 days prior to the execution of this Agreement and that employment under this Agreement will not result in the displacement of employed workers or impair existing agreements for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.
10. Employer hereby confirms it has not relocated all or part of its business (located in the US or its territories) within the previous 120 days where such relocation resulted in the loss of employment at the original site.

11. Employer assures that they have not been debarred or suspended in regard to federal funding.
12. Employer agrees that no candidate shall be placed in an OJT where a member of that person's immediate family is directly supervised by or directly supervises the candidate. Family means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories: a married couple and dependent children; a parent or guardian and dependent children; or a married couple.
13. Employer commits to retaining participants upon successful completion of the OJT assignment, as permanent employees. However, the Employer shall not be obligated to retain, nor be penalized for failing to retain, any participant in the event such participant is terminated for cause, voluntarily resigns, or is laid off through a broad reduction in workforce or otherwise caused by force majeure.

B. E-Verify

Employer warrants and represents that it complies with section 448.095, F.S., in which the State of Florida expressly requires the following:

1. As of July 1, 2023, all private employers in Florida with 25 or more employees will be required to use E-Verify system to verify a new employee's employment eligibility.
2. An employer shall verify each new employee's employment eligibility within three business days after the first day that the new employee begins working for pay. If the E-Verify system is unavailable for three business days after the first day that the new employee begins working for pay and an employer cannot access the system to verify a new employee's employment eligibility, the employer must use the Employment Eligibility Verification form (Form I-9) to verify employment eligibility.

C. Wages and Benefits

1. Employer will provide the participants with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions while participating in the OJT assignment.
2. Participants will be compensated at the same wage rates, including periodic increases, as trainees or employees who are in similar occupations by the same employer and who have similar training, experience, and skills. Wage rates must be in accordance with applicable law.
3. Employer shall provide workers' compensation coverage for the participant.
4. Employer agrees that WIOA funds will not be used to pay fringe benefits. The Employer agrees to take full responsibility to pay fringe benefits with non-WIOA funds.

D. Reimbursement

1. [CSTB] will reimburse the Employer based on wages paid, at the conclusion of the specified training period, or such period as the LWDB and the Employer both agree is acceptable, following confirmation of receipt of required documentation.

2. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The Employer agrees to pay the overtime rate in excess of the regular rate in full using non-WIOA funds.
3. Employer will not be reimbursed for paid holidays, sick, vacation, or other leave time granted to the participants.

E. Record Requirements and Retention

1. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under this Agreement.
2. Employer agrees to provide access to the records related to the program to [CSTB] and state and/or federal officials, through the record retention period.
3. Employer agrees to maintain such records for five (5) years after the completion of OJT activities.
4. Employer agrees to protect the Personally Identifiable Information (PII) of all OJT participants in accordance with applicable federal and state laws and policies, including, but not limited to, USDOL ETA Training and Employment Guidance Letter No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information.

IF EMPLOYER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMPLOYER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

F. Monitoring

Employer agrees that records directly related to this OJT Agreement are subject to review, monitoring, and audit by [CSTB], the State and/or the federal government, at any time.

Section 5. Training

1. Employer agrees to employ the participant and develop a training plan for the OJT that includes competencies needed to be satisfactorily skilled in the OJT position. The training plan will be signed by [CSTB], the Employer, and the participant and will become part of this Agreement.
2. No training will commence prior to the training start date listed in the OJT contract and training agreement. The date shall be the same for both documents.
3. Employer agrees to notify the LWDB when the participant completes training and/or unsubsidized employment begins.
4. Employer agrees to notify the LWDB if training is extended beyond the predetermined initial date or if training is terminated prior to the agreed upon completion date.
5. This OJT agreement and the participant's training plan must be executed prior to a participant being placed in an activity and the participant shall not begin work/training prior to all required documents and processes being completed and executed by all parties.

6. Each participant will be trained in accordance with guidelines described in their individual training plan while engaged in productive work which is essential to the full and adequate performance of the job.
7. Each participant's training plan must explicitly show the required training hours, the hourly wage for the participant, and the percentage of reimbursement.

Section 6. Additional Terms

[CSTB] and the Employer agree this Agreement shall not bind [CSTB] or the Employer to any exclusive relationship, including without limitation recruitment or placement. There is no expectation or required number of participants to be processed through the OJT activity. Both Parties are free to recruit, place, employ and/or assign employees to their own workforces or those of others. This Agreement shall apply only to those OJT participant(s) that the Employer and [CSTB] collectively agree, in writing, to place in an OJT activity under this Agreement.

This Agreement may be renewed following the initial term if such an extension is agreed upon by the Employer and [CSTB]. Such an extension is contingent upon satisfactory performance evaluations and is subject to the availability of funds. Terms and conditions of extensions shall be negotiated prior to the effective date of any extension.

The Employer agrees that upon successful completion of the training program and/or completion of the Employer's customary probationary period, the OJT participant will continue to be employed as a regular member of its workforce. The participant will be retained as a regular employee at the OJT agreement wage rate (or higher) as specified in this Agreement, and at a full-time scheduled number of work hours. The Employer acknowledges that failure to retain an OJT participant who has successfully completed training may be grounds for disqualification for subsequent additional OJT agreements.

The Employer agrees to comply with the wage determinations provided by the Federal government and all documentation outlined in the Davis Bacon Act, as applicable. Contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

By signing this Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, privacy rights of participants, and maintenance of records and other confidential information.

When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents—such as toolkits, resource guides, websites, and presentations (hereinafter "statements")—describing the projects or programs funded in whole or in part with federal funds, the Employer must clearly state:

a. the percentage and dollar amount of the total costs of the program or project funded with federal money; and,

b. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

The Employer will adopt and abide by a conflict-of-interest policy that ensures compliance with state and federal law and applicable CareerSource Florida State Board and FloridaCommerce policies. The Employer will make reasonable modifications to the policy if requested by FloridaCommerce. The Employer must ensure that adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.

A. Termination for Convenience

Either Party may terminate this Agreement at any time for convenience, which is defined as any reason other than Termination for Cause, upon giving ten business days to the other Party. If this Agreement is terminated for convenience, [CSTB] shall be relieved of all obligations under the Agreement and will only be required to pay that amount of the Agreement actually performed to the date of termination. This Convenience provision is intended to allow either party to terminate the Agreement without the need to establish default. If the Agreement is terminated for convenience, the Agreement is terminated without cause or penalty.

B. Termination for Cause

In the event [CSTB] determines that the Employer's services are not being performed as agreed upon, the Employer shall be considered to be in default and [CSTB] reserves the right to terminate this Agreement for cause upon 48 hours' written notice.

This Agreement is subject to modification or termination due to actions taken by Federal, State, or Local governments that result in changes to the program.

C. Performance

Participant data will be collected by the LWDB in accordance with state and federal program guidelines on performance for the following indicators: Employment Rate 2nd Quarter After Exit, Title I Youth Education and Employment Rate-2nd Quarter After Exit, Employment Rate-4th Quarter After Exit, Title I Youth Education and Employment Rate-4th Quarter After Exit, Median Earnings 2nd Quarter After Exit, Credential Attainment, Measurable Skill Gains, and Effectiveness in Serving Employers.

D. Financial Reporting

The Employer must comply with all aspects of the Sarbanes-Oxley Act, which include the accuracy and integrity of financial reports, management and assessment of internal controls, and the CEO and CFO acceptance of responsibility for the intentional certification of financial reports that attempt to mislead or contain fraudulent information.

E. Disputes and Grievances

The Employer must work with [CSTB] to resolve issues that arise related to this Agreement in accordance with the local area's grievance procedures in a timely manner. A face-to-face meeting may be requested by either Party to address the issue. When a resolution is reached, the issue and resolution must be in writing.

F. Discrimination Complaints

[CSTB] will follow the requirements in section 188 of WIOA, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.

Programs that are funded through [CSTB] are equal opportunity programs that provide auxiliary aids and services for individuals with disabilities upon request. Individuals using TTY/TTD equipment use Florida Relay Service 711. Disabled individuals may submit a request for reasonable accommodations to [CSTB] Doug Tobin, DTobin@CareerSourceTB.Com.

Any person with questions or concerns regarding any form of perceived discrimination can contact the [CSTB] Doug Tobin, DTobin@CareerSourceTB.Com CareerSource Equal Opportunity Officer. Any person can ask questions, file a complaint or state a concern without fear of retaliation or reprisal.

[CSTB] will not discharge, intimidate, retaliate, threaten, coerce or discriminate against any individual who files a complaint or grievance. The same prohibition applies to individuals who provide information, assist or participate in any way in an investigation, review, hearing or any additional activity that pertains to the administration of, or exercise of authority under, or privilege secured by 29 CFR Part 35.

Section 7. Applicable Law and Jurisdiction

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

Section 8. Signatures

IN WITNESS WHEREOF, the Parties hereby agree to all the terms and conditions set forth in this OJT Agreement, and upon placing their signatures below, have hereby caused this Agreement to be executed.

Elizabeth V. Siplin

Employer Representative Signature

Elizabeth Siplin, President

Print Employer Representative's Name and Title

10/02/2026
Date

Sheila Doyle
[CSTB] Representative Signature

Sheila Doyle, SVP & CFO
Print [CSTB] Representative's Name and Title

10/02/2026
Date

ATTACHMENT ONE

ADDITIONAL APPLICABLE CONTRACT PROVISIONS

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

NONDISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

Each Party to this Agreement agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any program or activity relating to the operation of the one-stop delivery system because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

The Employer also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

PUBLIC ANNOUNCEMENTS AND ADVERTISING

To comply with the Stevens Amendment, the Employer agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, the Employer shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

PUBLIC ENTITY CRIMES

The Employer shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

PROCUREMENT OF RECOVERED MATERIALS

The Employer agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

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OJT Agreement #: 2026-OJT-051

ADDENDUM

This Addendum supplements the FloridaCommerce On-The-Job Training Agreement ("Agreement") entered on 10/5/26 between Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay and Empact Solutions (Employer), collectively referred to as "Parties" to the Agreement. CareerSource Tampa Bay may not alter or amend the Agreement. Accordingly, supplemental agreement language is included in this Addendum.

Contact Information for CareerSource Tampa Bay Business Services Representative		
Name	Kevin Campos	
Title	Business Services Consultant Supervisor	
Email: camposk@careersourcetb.com		Fax
Phone	Office (813) 930-7566	Mobile
Address	3420 8th Avenue South St. Petersburg, FL 33711	

1. Agreement Section 3. General Terms and Conditions page 2.
   - First paragraph, CareerSource Tampa Bay OJT term is limited to 6 months 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.
   - Add the following: No Assignment or Subcontracting: The Employer may not assign or subcontract its training duties hereunder, or its rights or interest in this Contract.

2. Agreement Section 4. Employer Assurances,
   - Subsection D. Reimbursement, pages 4 & 5,
     - Revision to #2, CareerSource Tampa Bay does not reimburse for overtime. Reimbursements will be based on a maximum 40-hour work week and will only be paid based on actual hours worked. CareerSource Tampa Bay will not be responsible for Reimbursements that exceed 40 hours a week.
     - Add the following requirements:
       - CareerSource Tampa Bay shall reimburse the hourly rate of each Trainee as set forth in each signed Individual OJT Reimbursement Form.pdf incorporated herein by reference.

       - CareerSource Tampa Bay will pay Reimbursements to the Employer upon receipt of a signed 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 45 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 CareerSource Tampa Bay SVP, CFO will review the request and provide denial or approval.

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Equal Opportunity Program/Employer. Auxiliary aids and services are available upon request to individuals with disabilities. All voice and telephone numbers listed may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Effective 5.13.2026

- Subsection E. Record Requirements and Retention, page 5
  Contact information for the custodian of public records:

Name & Title	Anna Munro, VP, Fiscal and Administrative Compliance
Telephone No.	(813) 397-2064
E-Mail address	MunroA@CareerSourceTB.com
Mailing address	CareerSource Tampa Bay 4350 W. Cypress Street, Suite 875 Tampa, FL 33607

- Add new Subsection, Participant Skills Evaluation, as follows:
  - During the Participant's acquisition of the required occupational skills on the Training Plan will be evaluated by the Employer using a Progress Report. This is an opportunity for the Employer and the Participant to interact and review the skills progress made during the review period.
  - The 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.
  - The Participant'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 Participant during the training period is required to insure the successful completion of the training.

3. Agreement Section 5. Training, add the following:
   The Employer is solely responsible for any licenses, permits or requirements necessary to employ the Trainees in their business.

4. Agreement Section 6. Additional Terms, paragraph 3, add the following:
   - Employer agrees to inform an authorized CareerSource Tampa Bay representative of any continued absenteeism, sickness, termination, or other problems that may arise regarding a trainee for any reason within five (5) days of the occurrence.
   - 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 the 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.

Signatures

The Parties hereby agree to all the terms and conditions set forth in this Addendum, and upon placing their signature below, have caused this Addendum to be executed.

Elizabeth V. Siplin
Employer Representative Signature

Elizabeth Siplin
Employer Representative – Print Name

President
Employer Representative Title

10/02/2026
Date

Sheila Doyle
CareerSource Tampa Bay Signature

Sheila Doyle
CareerSource Tampa Bay – Print Name

SVP & CFO
CareerSource Tampa Bay - Title

10/02/2026
Date

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Equal Opportunity Program/Employer. Auxiliary aids and services are available upon request to individuals with disabilities. All voice and telephone numbers listed may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

2026-OJT-051_Empact Solutions LLC

Final Audit Report 2026-10-02

Created:	2026-10-02 (Eastern Daylight Time)
By:	Anna Munro (munroa@careersourcetb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv9331HsMxb4Z1eQzG5GV6KhsEAesb1ZE

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Agreement completed.
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