



WORK EXPERIENCE AGREEMENT

This agreement entered into between the FIRST COAST WORKFORCE DEVELOPMENT, INC., (dba CareerSource Northeast Florida) and Flagler Hospital, Inc., hereinafter is referred to as the Employer; agree to the following terms of this Agreement.

Work Experience Program Overview:

The objective of the work experience is to provide an individual opportunity to enhance their academic preparation through practical, hands-on experiences that offer the opportunity for professional growth within an organization through the completion of challenging and meaningful work.

Period of Agreement:

This Work Experience Agreement shall begin on 07/01/2017 and end no later than 06/30/2018 for multiple training sessions, with number of training weeks to be negotiated with employer. There will be no training sessions longer than 12 weeks. 50% of the cost, not to exceed \$5,000.00 will be paid to the employer for each Work Experience slot. No work experience(s) shall begin until this Agreement is fully executed by both the Employer and FCWD, Inc.

Work Experience Period and Limitations:

Work Experience individuals may work up to 40 hours per work week in reimbursable training. They may not work longer than a total of 480 hours. Note: No payment will be made to the employer for any hours worked in excess of forty hours per week.

EMPLOYER agrees to:

- Provide work experience slots for which the Employer will develop and implement an individualized training plan for each individual selected to be attached and be incorporated as part of this Agreement.
- Understands these funds are specifically to subsidize the wages or provide stipends for the participants in the Work Experience Program.
- Provides on-site supervision and guidance to learning activity in accordance with the training plan.
- Provides a safe environment in compliance with all federal and state law and inform FCWD and trainee of hazardous conditions and unusual circumstances that may create unsafe conditions.
- Provides a meaningful hands-on experience that will provide an opportunity to obtain the soft and hard skills and behavioral competencies to be successful in the job.
- Provides the Employer's Personnel Rules of Conduct such as dress code, parking, etc.
- Completes an Evaluation Form at the mid-point and again at the end of the Work Experience Training.
- Submits invoices to FCWD at the end of Work Experience training for payment based on individual's pay. As part of the invoice process, Employer submits evaluation forms, along with payroll back-up and Certificate of Training Completion.
- Invoices for reimbursement to the employer will be paid at the completion of training.
- Notify FCWD staff of unsatisfactory performance or misconduct and provide immediate

- notice if the Employer intends to dismiss the participant.
- Not discriminate against any work experience individual because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed or marital status.
 - Ensure that the following general working conditions are complied with:
 - a) work experience position(s) shall result in an increase in the Employer's level of employment and in no circumstances shall result in the displacement of current employees or the freezing of the hiring of new employees in anticipation of this Work Experience;
 - b) there shall be no displacement or partial displacement (reduction of hours worked, wages or employment benefits) of currently employed workers nor replacement of laid-off workers in the same or similar occupations by the intern(s);
 - c) there shall be no infringement of promotional opportunities for regular employees; and
 - d) work experience(s) shall receive comparable working conditions and non-payroll benefits such rest breaks, lunch, etc. as other current employees;
 - Maintain the confidentiality of any information regarding these individuals or their immediate families which may be obtained from forms, discussions or other sources. Without permission of the individual, such information shall be divulged only as necessary for purposes related to the performance of this Agreement.
 - Allow FCWD, Inc., the Governor of the State of Florida, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) access to the Employer's work site(s) at all reasonable hours for such purposes as monitoring the program, counseling the intern(s), etc.

FCWD, Inc., agrees to:

- Recruit, select and refer candidates eligible for this work experience program to the Employer.
- Assist the job site supervisor in resolving any problems concerning the work experience(s) performance on the job.
- Hear all grievances concerning program work experience(s)'s performance at the job site in accordance with FCWD's grievance procedures.
- Provide counseling services to work experience(s) as the need is identified and budget allows.
- Monitor the activities under this Agreement at the work site(s) at reasonable hours and as frequently as the authorized representatives of FCWD, Inc., may deem necessary in order to assure the activity is constructive for the work experience(s) and that all provisions of this Agreement are being carried out.
- Furnish the Employer with copies of all procedures, forms, etc. which it deems necessary.

EMPLOYER and FCWD, Inc., agree to:

Changes to Agreement

This agreement may be modified or amended as necessary by the issuance of a written modification, signed and date by both parties.

Termination of Agreement

This agreement may be terminated as follows:

- FCWD or the Employer may terminate the agreement for convenience with a thirty (30) calendar day written notice.
- FCWD may terminate this Agreement in whole or in part at any time that the FCWD Staff, in his/her sole judgment, determines that:
- the Employer has failed to comply with any of the provisions contained in this Agreement or any modification hereto; the Employer fails to perform in whole or in part under this

Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may stipulated by FCWD, Inc., or the United States Department of Labor or State of Florida fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

Notice

Other than as provided herein, notice shall be required to be given to FCWD, Inc., under this Agreement, and shall be sufficient when hand delivered or mailed to FCWD, Inc., at its office at 1845 Town Center Blvd., Suite 250, Fleming Island, FL. 32003, Attn: Senior Director, Program Services. All notices required to be given to the Employer under this Agreement shall be sufficient when hand delivered or mailed to the Employer at its office located at the address identified in paragraph one, page one of this Agreement.

Controlling Laws

This agreement, attachments and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

Access to Records

Upon the written request of the Secretary of Health and Human Services, the Comptroller General of the Government Accounting Office, or their authorized representatives, Contractor shall make available all contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for a period of four (4) years after the furnishing of services hereunder. If Contractor carries out any of the duties of this Agreement through a subcontract with a related organization with a value of \$10,000 or more over a twelve (12) month period, Contractor agrees to include this requirement in any such subcontract. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Facility or Contractor by virtue of this Agreement.

Excluded Provider Warranty

Contractor represents and warrants to Facility that Contractor and Contractor's representatives, (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in Contractor or any of Contractor's representatives being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and Contractor shall immediately notify Facility of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give Facility the right to terminate this Agreement immediately.

Confidentiality

Contractor agrees not to advertise, disclose, or otherwise discuss this Agreement and its business relationship with Facility and/or its affiliates without the prior written consent of Facility's Ethics and Compliance Officer. Any violation of this provision shall be considered a material breach of this Agreement, conferring on Facility the right to cancel this Agreement immediately without further obligation to Contractor and to seek any other legal recourse available to it.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

Employer: Flagler Hospital, Inc.

Julia Click, MS, SPHR, SHRM-SCP – Vice President, Human Resources

Julia Click Signature
Date 7/26/17

First Coast Workforce Development Board, Inc.

Bruce Ferguson, Jr., President and CEO

Bruce Ferguson Signature
Date 8/2/17

**ADDENDUM TO VENDOR AGREEMENT
BY AND BETWEEN FIRST COAST WORKFORCE DEVELOPMENT, INC., (FCWD)
dba CAREERSOURCE NORTHEAST FLORIDA
AND
FLAGLER HOSPITAL, Inc.**

This Addendum is part of the attached Vendor Agreement by and between First Coast Workforce Development, Inc. (FCWD) dba as CareerSource Northeast Florida and Flagler Hospital, Inc. (Vendor/Employer) for services described in the Vendor Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the agreement and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Vendor and its subVendors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Vendor 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 Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from FCWD under Title I of the WIOA, Vendor assures that it will comply fully with the following:

- 1) 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.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) 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.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) 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.
- 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.

- 7) 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.
- 8) Equal Employment Opportunity (EEO): The Vendor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Vendors and subVendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/subVendor 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.
- 9) Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Vendor makes to carry out the WIOA Title I-financially assisted program or activity. Vendor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Vendor shall report any violation of the above to the contract manager. **Energy Efficiency:** The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Vendor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Vendor shall maintain the confidentiality of any information, regarding FCWD customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Vendor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by FCWD for purposes related to the performance or evaluation of the Agreement may be divulged to FCWD or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances

under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of FCWD. No release of information by Vendor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

FCWD, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

8. MONITORING

At any time and as often as FCWD, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Vendor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Vendor's expense, at reasonable locations as determined by FCWD. Vendor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from FCWD.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Vendor 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, Vendor 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.

10. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(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 Vendor, supplier, subVendor 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.

11. THE PRO-CHILDREN ACT

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
2. FCWD may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. FCWD may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of FCWD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to FCWD, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to FCWD for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, FCWD will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

IN WITNESS WHEREOF, Vendor and FCWD have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: First Coast Workforce Development, Inc.

APPROVED BY: Flagler Hospital, Inc.

BY: *Bruce Ferguson*
Bruce Ferguson, President & CEO

BY: *Julia Click*
Julia Click, MS, SPHR, SHRM-SCP
Vice President, Human Resources

WITNESS: *Katherine W. Sweath*

WITNESS: *Sally A. Stiermer*
SALLY A. STIERMER

DATE 8/2/17

DATE 7/26/17



May 7, 2018

To: Bruce Ferguson
From: Cindy Wadsworth *W*
Re: Modification #2 –Increase- PO #1331, Flagler Hospital

Please DEOB PO#1331, Flagler Hospital by \$4,666.00 for a new total of \$53,666.00.

An increase of \$4,666.00 is requested to cover work experience position through June 30, 2018.

Original PO #1331	\$ 75,000.00	
Modification #1 - DEOB	- <u>26,000.00</u>	e-mail request
New Total PO #1331	\$ 49,000.00	
Modification #2-Increase	+ <u>4,666.00</u>	e-mail request
New Total PO #1331	\$ 53,666.00	

B. Ferguson
5/9/18

Katherine Sineath

From: Cindy Wadsworth
Sent: Monday, May 07, 2018 1:10 PM
To: Katherine Sineath
Cc: Dianna Davis; Cindy Wadsworth
Subject: Work Experience P.O. Increases

Katherine,

As I get ready to pay these last batches out, I have 3 that need small increases.

Baptist	#1283	\$3678 ✓
Flagler	#1331	\$4666 ✓
Memorial	#1268	\$4736

Please prepare memos for me on these increases. I'll be in the office tomorrow and can initial off.

Thanks!

Cindy Wadsworth
CareerSource Northeast Florida
Senior Director of Program Services
215 N. Market Street, Suite 300
Jacksonville, FL 32202
(904) 798-9229, extension 2183
(904) 860-4887, mobile
Fax (904) 359-6756
www.CareerSourceNEFL.com



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