

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND**

**(INSERT PROVIDER NAME)
PROVIDING A WORK EXPERIENCE PLACEMENT**

PROVIDER ADDRESS: _____ **FEI #:** _____

WHEREAS, Provider Is a **(circle one)**: private non-profit or public non-profit corporation, or local governmental entity or private for-profit or public for-profit entity licensed to do business in the State of Florida.

WHEREAS, CareerSource Palm Beach County, Inc. ("CareerSource") and Provider enter into this Memorandum of Understanding (MOU) for the provision of work experience learning based activities by Provider.

NOW THEREFORE, in consideration of the mutual covenant and agreement expressed herein CareerSource and Provider hereby agree as follows.

I. Term

This MOU shall begin on the date last signed by both parties. This MOU shall be automatically renewed annually without action of any party, unless earlier terminated pursuant to Article VII. of this MOU. This MOU or any right accruing hereunder shall not be assigned by Provider.

II. Job seeker Status

The job seeker is not an employee of the Provider or CareerSource. For purposes of workers' compensation coverage the job seeker will be considered an employee of the State of Florida. Job seekers shall not be considered an employee of CareerSource or Provider, although Provider shall have all supervisory responsibility.

III. Independent Contractor

Both parties in the performance of this MOU will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. Provider shall maintain at all times its independent status, and shall be considered an independent Contractor in the performance of its duties and responsibilities under this MOU. CareerSource shall neither have nor exercise any control or direction over the methods by which the Provider shall perform its work and functions other than as provided herein. Nothing in this MOU is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

IV. Provider Representations and Duties

Provider agrees to:

- A. develop and provide a work site designed to provide job seekers with a non-paid, work experience training commonly referred to as an internship in a non-residential based business entity.
- B. maintain the confidentiality of all information provided by or about any job seeker, except as otherwise approved and authorized in writing by the job seeker, or as otherwise authorized by law.
- C. provide job seekers with an internship described in "Attachment A Work Site Training Outline" and attached hereto.
- D. provide training to job seekers so he/she can adequately perform his/her internship. Maximum internship hours and length in time shall be determined by CareerSource.
- E. provide job seekers with the same working hours, lunch periods and break times that would be afforded to paid employees.
- F. not to place job seekers in positions that are involved in political activity or the instruction of worship and not to engage job seekers in sectarian activities or in the construction of sectarian facilities. Job seekers may not engage in the operation or maintenance of any facility used or to be used for sectarian activity.
- G. notify CareerSource in writing immediately upon notice of the status of a job seeker when one or more of the following situations occur:
 - a) the job seeker has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit training.
 - b) the job seeker was not accepted by the Provider into an internship.
 - c) the job seeker has experienced absenteeism or sickness or other problems.
 - d) the job seeker secured employment with the Provider or with another entity.
- H. comply with all applicable federal, state and local laws, regulations, policies and procedures relative to CareerSource's Internship Program.
- I. complete and maintain the required job seeker time record forms, referral, progress reports and periodic evaluation forms and provide such records upon request by CareerSource for monitoring purposes.

V. CareerSource Representations and Duties

CareerSource agrees to:

- A. provide a job seeker candidate to the Provider for consideration in an internship with the Provider containing the candidate's name and area of occupational interest.
- B. inform the Provider of the maximum number of hours each job seeker is required to participate and the expected length of the job seeker's placement in the work site activity.
- C. provide the required job seeker time record forms, progress reports and periodic evaluation forms to be completed by the Provider.

VI. Manner of Service Provision

- A. "Attachment A Work Site Training Outline" must be approved by CareerSource prior to the internship beginning for any job seeker.
- B. Provider agrees to provide the necessary instruction, supervision and equipment for a job seeker to perform internship duties.
- C. Provider agrees to submit on a weekly basis to CareerSource's payroll vendor a Program time sheet signed and dated by the Provider and the job seeker. The employee(s) noted by Provider on "Attachment B Authorizing Signature Page" of this MOU will be responsible for signing the job seeker's time sheet. Only those Provider employee(s) noted in "Attachment B Authorizing Signature Page" will be authorized to sign the job seeker's time sheet.
- D. Provider shall train the job seeker with the necessary skills for an entry level position as designated in "Attachment A Work Site Training Outline".
- E. No job seeker may participate in an internship unless the job seeker is referred to Provider by CareerSource in accordance with the terms of this MOU.
- F. All job seekers are to be provided with the same working conditions by Provider accorded to other employees presently in the Provider's work force. However, for purposes of workers' compensation coverage the job seeker will be considered an employee of the State of Florida. Job seekers shall not be considered employees of CareerSource or Provider, although Provider shall have all supervisory responsibility.
- G. No currently employed Provider employee shall be displaced by a job seeker. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for a Provider to displace any regular employee or fail to fill a vacancy so that a worksite job seeker may fill the job requirements. Based upon the above, Provider must ensure that employees of Providers organization are notified of the Internship Program displacement rules and his/her rights under the law and ability to file a grievance. Provider's execution of the MOU is with the expectation that Provider will be monitored by CareerSource for compliance with this provision and Providers that violate this provision of the MOU and requirement of the law will be terminated from participation in the program.
- H. No job seeker shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the provider's personnel policy or collective bargaining MOU.
- I. Provider shall indemnify and hold harmless CareerSource, it's officers, agents, employees, and the Palm Beach County Board of County Commissioners from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of the Provider or any employee, agent, subcontractor, or representative of Provider.
- J. CareerSource shall indemnify and hold harmless Provider, it's officers, agents, employees from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of CareerSource or any employee, agent, subcontractor, or representative of CareerSource.

VII. Termination

Either party may terminate this MOU, with or without cause, at any time by giving written notice 24 hours in advance to the other party. This MOU will be modified at anytime without notice to the other party upon change or amendment to any law or regulation that governs the Program.

VIII. Monitoring

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Provider shall make available all appropriate personnel for interviews and all job seeker records or other data relating to matters covered by this MOU for the purpose of monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this MOU. Provider shall respond in writing to monitoring reports and requests for corrective action plans within 20 working days after the receipt of such request from CareerSource.

IX. No Third Party Beneficiaries

No provision of this MOU is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this MOU.

X. Modifications/Amendments

This MOU may be modified by either party only upon written MOU executed by both parties. This MOU may be unilaterally amended by CareerSource if there are changes in federal, state or local laws, rules, regulations or policies.

XI. Conflict of Interest

Provider certifies that trainees referred to Provider are not members of Provider's immediate family or the immediate family of any of Provider's supervisory or management staff. To avoid a conflict of interest, all Provider's who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must prior to execution of the MOU complete and submit to CareerSource the CareerSource Conflict of Interest Disclosure form.

XII. Certification Regarding Drug-Free Workplace Rule

Provider assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 94, subpart F and the Drug Free Workplace Rules established by the Florida Worker's Compensation Commission.

XIII. Retention of Records

Provider agrees to retain all, supporting documents and any other documents (including electronic storage media) pertaining to this MOU for a period of 7 years. Provider shall maintain complete and accurate record keeping and documentation as required by the CareerSource and the

terms of this MOU. Copies of all records and documents shall be made available to the CareerSource upon request at no cost. All invoices and documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes.

XIV. Governing Law And Venue

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This MOU shall be interpreted under the laws of the State of Florida.

XV. Public Announcements And Advertising

CareerSource's approval is required prior to Provider distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource or CareerSource services.

XVI. Certification Regarding Debarment, Suspension, And Other Matters

Provider certifies that it is not currently presently nor previously within a three-year period in accordance with the U.S. Department of Labor regulations at 29 CFR Part 98, 29 CFR Part 95 and 45 CFR Part 74 preceding the effective date of the MOU, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

XVII. Nondiscrimination And Equal Opportunity

Provider shall establish and maintain a non-discrimination policy in accordance with the Executive Order 11246, as amended by Executive Order 11375, Section 188 of the Workforce Innovation and Opportunity Act of 2014, Executive Order (EO) No. 11246, The Age Discrimination Act of 1975 as amended, Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the basis of race, color or national origin, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 42 U.S.C. 2000 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, The American with Disabilities Act of 1990, P.L. 101-336 Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, 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.

XVIII. Entire MOU

This MOU constitutes the entire understanding of the parties with respect to the subject matter hereof. All other prior MOUs, understandings and representations regarding the subject matter hereof are hereby superseded and terminated.

1. Requested By CareerSource Program
Employee Initiating The MOU

CareerSource Employee Print & Sign Name Date

2. Approved By CareerSource
(Must be Program Management)

CareerSource Employee Print & Sign Name Date

IN WITNESS WHEREOF, Provider and CareerSource have caused this MOU to be duly executed as of the date set forth below.

Approved By Provider (INSERT PROVIDER NAME BELOW)

Approved By Provider CareerSource

Print Provider Name

BY: _____
Signed Authorized Provider Representative
Highest Ranking Officer Such As The President/CEO

BY: _____
Signed CareerSource President/CEO Julia Dattolo

WITNESS: _____

WITNESS: _____

DATE: _____

DATE: _____

**ATTACHMENT A
WORK SITE TRAINING OUTLINE**

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case; please complete a separate Work Site Training Outline/Job Description. Thank you!

1. **Work Site Name and Location:** Enter the legal name and address of the work site where the job seeker will be located.

2. Contact Person: Title:

Telephone Number: Fax Number:

Alternate Person: Title:

Telephone Number: Fax Number:

Job Title	1.	2.	3.
Work Days	S M T W TH F S ☐ ☐ ☐ ☐ ☐ ☐ ☐	S M T W TH F S ☐ ☐ ☐ ☐ ☐ ☐ ☐	S M T W TH F S ☐ ☐ ☐ ☐ ☐ ☐ ☐
Work Hours			
# of Slots Available			

3. **Work Site Duties:** List the specific job duties at the work site the job seeker will perform for each job title listed above

Job Title #1 Job Duties:

Job Title #2 Job Duties:

Job Title #3 Job Duties:

4. List any pre-requisites for acceptance of a job seeker (finger printing, background check, interview, testing, etc) for the work site activity.

**ATTACHMENT B
AUTHORIZING SIGNATURE PAGE**

List the names of those persons in Provider's organization responsible for signing all timesheets submitted to CareerSource.

PROVIDER STAFF NAME (PRINT)	STAFF SIGNATURE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	