

ON THE JOB TRAINING CONTRACT

BETWEEN ALACHUA COUNTY AND _____
CONTRACT NO. _____

This On The Job Training Contract ("Contract") is made by and between the Alachua County, Florida, a charter county and a political subdivision of the State of Florida, (hereinafter the "County") and _____, a Florida corporation authorized to do business in the State of Florida (hereinafter "Employer"), who are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Florida Legislature has declared it to be in the public interest to design and implement strategies that help Floridians enter, remain in, and advance in the workplace, so that they may become more highly skilled and successful, which benefits those Floridians, Florida businesses, and the entire state, and fosters the development of the state's business climate; and

WHEREAS, the United States Of America, and the State of Florida, have funded and approved various on-the-job training ("OJT") programs across the nation, the State of Florida, and within Alachua County, as serving the public interest; and

WHEREAS, CareerSource North Central Florida, which services Bradford County and Alachua County has adopted and implemented an on-the-job training program for community health workers, which is funded through the Workforce Innovation and Opportunity Act ("WIOA"); and

WHEREAS, the Alachua County Health Care Advisory Board has recommended to the County the creation of a Community Health Worker ("CHW") program in Alachua County, Florida; and

WHEREAS, a CHW program can effectively reduce health disparities and improve access and engagement for those disproportionately impacted; and

WHEREAS, a CHW can support connections to advance public health; and

WHEREAS, the Alachua County Board of County Commissioners ("Board") adopted and approved a CHW Program, through which the County, with the assistance of its contractors, will identify eligible participants to receive CHW training and mentoring, along with OJT placement assistance, with the goal that each participant obtain professional CHW certification. Some eligible employers will qualify for temporary OJT assistance in the form of a subsidy from the County to offset the cost of providing OJT to a participant; and

WHEREAS, on May 9, 2023, the Board adopted and approved the OJT element of its CHW Program, which, in general, provides subsidies to employers that provide OJT to participants in the County's CHW Program and agree to hire said participants for certain period of time and at an agreed-upon salary or wage; and

WHEREAS, pursuant to the OJT element of the County's CHW Program, the Employer applied for pre-approval to participate in the OTJ element of the County's CHW Program, and was pre-approved by the County through the CareerSource CEO; and

WHEREAS, the Employer has selected a participant in the County's CHW Program to receive OJT from Employer; and

WHEREAS, for the reasons stated above, the Board finds that the disbursement of County funding to support the OJT element of the County's CHW Program, as provided for under this Contract, will support and act as a response to the public health and negative economic impacts of the COVID-19 pandemic and will be an investment in our community; and

WHEREAS, the Board finds and declares this Contract to benefit the public health, safety and welfare of Alachua County, Florida, including its residents and businesses; and

WHEREAS, the County and the Employer desire to enter into this Contract as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Employer agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Term.** This Contract is effective on the day the last Party signs it and continues until [Insert Date] , unless earlier terminated as provided herein.
3. **Employer's Commitments.**
 - A. **Employer's Commitment to Train Participant.** Employer agrees to employ [insert name of the participant] (the "Participant") as a probationary trainee commencing [Insert Date] and provide the Participant with occupational training as a Community Health Worker in accordance with the **Training Plan** attached hereto as **Exhibit 1**. Employer agrees to pay the Participant [insert hourly rate of pay] ("Wage") during the training period set forth in the **Training Plan** attached as **Exhibit 1**. Employer represents and warrant that the Wage is comparable to other employees in similar occupations and that Employer shall provide the Participant with all benefits provided to other similarly situated employees. To the extent that workers' compensation law applies, workers' compensation shall be provide to the Participant on the same basis as the compensation is provided to other employees in similar employment. Any overtime hours (over 40 hours per week) will be reimbursed by the County at the regular Wage rate; however, the Employer is required to pay overtime as required by law.
 - B. **Layoffs and Relocation.** Employer shall not displace, layoff or otherwise terminate the employment of any employee to create an opening for the

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Participant, including the partial displacement such as reduction in the hours of non-overtime work or benefits. The Participant shall not be employed in a job opening when any individual is on layoff from the same or any substantially equivalent job, or when Employer has terminated the employment of a regular employee, or otherwise reduced its workforce with the intention of filling the vacancy by hiring the Participant. Hiring the Participant under this Contract shall not infringe upon the promotional opportunities of Employer's other employees. Employer must not, and represents and warrants that it has not, relocated in the last 120 days if the relocation caused the layoff or termination of any of its employees.

- C. **Safety.** Employer shall comply with all applicable federal, state and local health and safety laws, rules, regulations and standards regarding the Participant's training and employment by Employer, and Employer further agrees that all federal, state and local health and safety laws, rules, regulations and standards otherwise applicable to its other employees shall be equally application to the Participant. Throughout the duration of training, Employer shall ensure that the Participant is provided with relevant safety instructions and equipment necessary for reasonable protection against injury or death.
- D. **Participant Records.** Employer will keep records of the Participant's time and attendance, including the dates and amount of time the Employer trains the Participant.
- E. **Employer's Commitment to Retain.** Employer agrees that upon the Participant's successful completion of the training program, the Employer shall continue to employ the Participant, subject to Employer's employment policies. Employer shall pay the Participant no less than the OJT Wage Rate specified in this Contract. The County acknowledges that Employer shall not be deemed to breach this Contract if the Participant voluntarily terminates employment with Employer or if the Employer terminates the Participant's employment for good cause. Nothing herein is intended to serve as a waiver or limitation on the Employer's employment policies and procedures, including those related to employee performance, conduct, and discipline.
- F. **Employer's Qualifications.** Employer represents, warrants and agrees that it has the skill, knowledge, experience and expertise to perform the training and services set forth in this Contract, and that it will perform the training and services set forth in this Contract, with the skill and care which would be exercised by a qualified professional performing similar training and services.
- G. **Records.** Employer will keep records of the Participant's time, attendance and wages, including the dates of training and the amount of time the Participant is trained each day. Employer agrees that the Comptroller General of the United States, the Secretary of Labor, and County staff, or any of their authorized representatives shall have access to all records pertaining to the payments made to the Employer under this Contract, including any financial records,

supporting documentation, statistical records, and all other records of Employer related to this Contract. Employer further agrees to retain all such records for five (5) years following the expiration or termination of this Contract (the "Records Retention Period"). Employer agrees that if any litigation, audit, or claim remains unresolved at the expiration of the Records Retention Period, then Employer shall continue to retain all records until all issues have been fully litigated through exhaustion of appeal, settled, or otherwise fully resolved.

- H. **Monitoring/Audits.** Employer agrees that the County, or its designated representative, shall have the right to monitor, audit, and review the progress of training and any records pertaining to the training for compliance with the terms of this Contract, which may include on-site visits. Employer agrees to provide regular progress reports during the training period as described in the Training Plan, as well as Participant retention information as requested by the County for up to 6 months after completion of said training. Employer agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Employer to the County, Employer shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Employer shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Employer. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Employer whether under this Contract and any other agreement between Employer and County. If such amounts owed to Employer are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Employer shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Employer. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Employer in performance of the training and services under this Contract. The access, inspection, copying and auditing rights shall survive the termination of this Contract.
- I. **Laws, Rules and Regulations.** Employer represents, warrants and agrees that it shall perform this Contract in compliance with all applicable federal and State of Florida laws, rules and regulation now existing or hereafter enacted or promulgated. Official publication of such law, rules and regulations shall be deemed to be sufficient notice to Employer.

- J. **Non-Discrimination**. Employer shall not discriminate against any applicant for employment or any employee, including but not limited to the Participant, because of race, color, religion, sex, national origin, age, creed, disability, marital status, veteran status, or political affiliation. All applicants and employees will receive fair and impartial treatment and will not be subjected to harassment of any type or form.
- K. **Nepotism**. Employer has certified to the County that the Participant, nor any member of the Participant's immediate family, is an owner or majority shareholder of the Employer. The Participant shall not be directly supervised by an immediate family member. For the purposes of this provision, an immediate family member is defined as a spouse, child, parent, grandparent, brother, sister, or a person bearing the same relationship to the Participant's spouse.
- L. **Union Concurrence**. If applicable, Employer shall obtain the concurrence of any affective collective bargaining unit regarding this Contract before entering into this Contract and provide written proof of same to the County.
- M. **Certification Regarding Debarment**. This certification is required by regulations implementing Executive Order 1259, Debarment and Suspension, 2 CFR Part 180. By signing this Contract, Employer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- N. **Political, Organized Labor, Sectarian, and Lobbying Activities**. Employer shall not use any funds, materials, property, or services provided directly or indirectly under this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office. The Participant shall not be assigned to perform or participate in any religious instruction or worship. None of the funds provided under this Contract shall be used for publicity for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Florida. No funds reimbursed under this Contract shall be used directly or indirectly to assist, promote, or deter union organizing. Additionally, the funds reimbursed under this Contract 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 filing of a job which is otherwise an issue in a labor dispute involving a work stoppage.
- O. **Hold Harmless**. Employer agrees to hold harmless the County, including its Board of County Commissioners, its employees, agents, and representatives, from any and all liabilities and claims of any kind, including death, sickness, or injury to persons or property from any cause or causes whatsoever arising from or related to this Contract.

4. **County's Commitment to Reimburse Employer.** The County agrees to reimburse Employer an amount equal to [insert percentage (e.g., 25%)] of the hourly wage that Employer actually pays to the Participant during the training period set forth in the **Training Plan** attached as **Exhibit 1**. During the term of this Contract, the maximum total amount that the County agrees to reimburse Employer SHALL NOT EXCEED [insert maximum amount].
- A. **Monthly Invoices:** Employer shall submit monthly invoices for reimbursement to the County, which must provide as a minimum the following information in accordance with the **Training Plan** attached as **Exhibit 1**:
- Official payroll information for the corresponding training period showing the number of hours worked, taxes paid, total gross and net pay. Reimbursement amounts are based on gross income; and
 - Current status of each Participant (*i.e.*, working full time, working part time, on paid leave, etc.).
- B. **Final Invoice:** Employer must submit the final invoice for reimbursement within 30 days prior to the expiration of this Contract.
- C. Each invoice shall constitute Employer's representation to the County that the training and services listed in the invoice have been completed in compliance with this Contract and that the amount requested is currently due and owing. Employer shall submit all invoices to the County electronically at accountspayable@careersourcencfl.com or via mail at the following address:
- Ms. Phyllis Marty, CareerSource Manager
1112 N, Main Street
Gainesville, FL 32601
(352) 681 3320
- D. The County shall process and pay all invoices in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. If the County has reasonable cause to suspect that any representations of Employer relating to the invoice are incorrect, incomplete or otherwise inaccurate, the County may withhold payment of sums then or in the future otherwise due to Employer until the error, and the cause thereof, is corrected to the satisfaction of the County.
5. **De-Obligation of Funds.** If any County, State of Florida or Federal funding in support of this Contract becomes unavailable, this Contract shall terminate immediately upon written notice from the County to the Employer. In the event of such termination, Employer shall be entitled to reimbursement, as set forth in Section 4 above, through the date that the County sends the notice to the Employer.

6. **Deliverables.** All Contract deliverables, documents and records shall automatically become the property of the County immediately upon their submission by the Employer to the County and may be used by the County for any purpose. Any and all deliverables required by this Contract to be prepared by Employer, such as but not limited to reports and invoices, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended.
7. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered to the addresses below by: (a) hand delivery with receipt, (b) certified mail, return receipt requested, or (c) email. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Employer:

___[insert name of person]___
 ___[insert title of person]___
 ___[insert mailing address]___
 ___[insert email address]___

To County:

Ms. Phyllis Marty, CareerSource Manager
 1112 North Main Street
 Gainesville, FL 32601
 pmarty@careersourcencfl.com

cc: With a copy electronically sent to:
 Alachua County Procurement, Attn:
 Contracts
acpur@alachuacounty.us
 Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

8. **HIPAA and HITECH.** Where applicable, the Parties will comply with Health Insurance Portability and Accountability Act ("HIPAA") (45 CFR Parts 160, 162, and 164) as well as any laws and regulations promulgated by thereunder and the Health Information Technology for Economic and Clinical Health Act ("HITECH") (Title XII of Division A, Title IV of Division B, Pub. L. No 111-5).

9. **As Specified in the Sarbanes-Oxley Act** of 2002 and Section 1553, Federal Acquisitions Regulation Case 2009-012, ARRA. It is illegal for any corporate entity to punish whistle blowers or retaliate against any employee who reports suspected cases of fraud or abuse (Sarbanes-Oxley Act, Section 1107, 18 USC 1513). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (Sarbanes-Oxley Act, Section 1102, 18 USC 1512).
10. **Confidentiality**. Employer must maintain the confidentiality of all confidential data, files, and records related to the training and services provided pursuant to this Contract, and must comply with all applicable state and federal laws, including but not limited to Sections 381.004, 384.29, 392.65 and 456.057, Florida Statutes.
11. **Termination for Convenience**. The County may terminate this Contract without cause or default by Employer ("Termination for Convenience) upon 30 days' written notice to Employer. In the event of Termination for Convenience, Employer shall be entitled to reimbursement, as provided in **Section 4** above, through the date of termination.
12. **Termination for Cause**. Either party may terminate this Contract for cause if the other party has materially breached this Contract and has not cured said breach within 30 calendar days' notice of said material breach. If a party fails to comply with or perform when due any material term or condition of this Contract, the other party shall notify the breaching party of its breach in writing stating the specific nature of the breach. The breaching party shall have 30 calendar days' to cure the breach. If the breach is not cured within said 30 calendar day period, the non-breaching party may terminate this Contract by providing written notice to the breaching party. A material breach shall include but not be limited to Employer failing to provide training in accordance with the **Training Plan** attached as **Exhibit 1**.
13. **County's Sovereign Immunity**. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.
14. **Governing Law and Venue**. The laws of the State of Florida shall govern this Contract and the duties and obligations stated within this Contract. Sole and exclusive venue for all actions arising under this Contract shall be in a court of competent jurisdiction in and for Alachua County, Florida.
15. **Amendment and Assignment**. The Parties may only modify or amend this Contract by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Contract without prior written consent of the other Party. The County and Employer each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Contract.
16. **No Third Party Beneficiaries**. This Contract does not create any relationship with, or any rights in favor of, any third party.
17. **E-Verify**. Employer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Employer during the term of the Contract. Employer shall expressly require any

subcontractors performing work or providing services under this Contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

18. **Conflict of Interest.** Employer warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Contract. The Employer shall notify County of any conflict of interest due to any other clients, contracts, or property interests.
19. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.
20. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
21. **Collusion.** By signing this Contract, Professional declares that this Contract is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Contract is fair, and made in good faith without any outside control, collusion, or fraud.
22. **Counterparts.** This Contract may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this Contract and bind the Parties to the terms hereof.
23. **Severability and Ambiguity.** It is understood and agreed by the Parties that if any of the provisions of this Contract shall contravene or be invalid under the laws of the State of Florida or applicable federal law, such contravention or invalidity shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Contract shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents

and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Contract.

24. **Electronic Signatures.** The Parties agree that an electronic version of this Contract shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Contract, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Contract or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

25. **Entire Contract.** This Contract constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Employer, through its duly authorized representative.

EMPLOYER

By: _____

Print: _____

Title: _____

Date: _____

PLEASE PROVIDE APPROPRIATE DOCUMENTATION THAT THE PERSON EXECUTING THIS CONTRACT IS AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE EMPLOYER.

ALACHUA COUNTY, FLORIDA

Phyllis Marty, CareerSource Manager

Date

APPROVED AS TO FORM

County Attorney's Office

Exhibit 1: Training Plan

