National Dislocated Worker Disaster Grant Project
WORKSITE AGREEMENT
Between the
WORKFORCE SOLUTIONS.
And

This work site agreement shall begin upon signing and end on June, 2016. **Workforce Solutions, managed by C2 Global Professional Services, LLC (C2GPS)**, and _____ whose address is_____ hereinafter referred to as the Agency, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) Title 1 National Emergency Grant (NEG) covered under Federal Disaster Declaration FEMA-4223-DR.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the rain events that have led to a Disaster Declaration for Hidalgo County and to fill those jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption to business activities caused by rain events.

Workforce Solutions will contract with Unique HR to provide the direct services and be employer-of-record for participants for the National Emergency Grant.

1. Program Overview:

This National Dislocation Worker Disaster Grant (NDW) program shall consist of temporary work, wherein a participant referred by Workforce Solutions to the Agency is given job functions to perform under the guidance and supervision of the Agency in accordance with the job description attached hereto. It is understood by Workforce Solutions and the Agency that no legal employer-employee relationship is created or exists between the Agency and the participant. In agreeing to provide direction and supervision of the participant, the Agency understands that this does not make Workforce Solutions or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation

The Agency understands and agrees that no participant shall begin work until this Agreement is executed by the Agency and Workforce Solutions. Eligible individual workers may not work in temporary jobs under this grant for more than 1386 hours or earn more than $19,320.84 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. Unique will track the participant's hours and wages.

3. Recruitment and Selection

Recruitment and eligibility determinations will be the responsibility of Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

4. Responsibilities of Agency

The following are responsibilities of the Agency. The Agency accepts and agrees that it shall:

A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
B. assure that it will have supervisory personnel who will act as work site supervisors for each of the Agency's work sites so as to provide for continuous on-site supervision of participants.
C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
D. require participants' conformance with the Agency's Personnel Rules of Conduct.
E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Agency's responsibilities and obligations under this Agreement.
F. notify Workforce Solutions immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
G. be accountable for maintaining Unique HR participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing

participant time sheets if all the prior requirements are met, and submitting these timesheets to Workforce Solutions as instructed.

H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.

I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.

J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.

K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.

L. inform Unique HR and Workforce Solutions immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.

M. notify Workforce Solutions by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.

N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.

O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.

P. ensure that the following general conditions for temporary jobs shall be complied with:

1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
3) there shall be no infringement of promotional opportunities for regular employees.

Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions.

R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.

S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.

T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Agency, Workforce Solutions, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions, or its designee C2GPS, accepts and agrees that it shall

A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Agency's notice.

B. hear all grievances concerning program participant's performance at the job site.

C. provide counseling and supportive services to participants as the need is identified.

D. be responsible for distributing participant paychecks dependent on Agency's timely submission of properly certified time sheets.

E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Agency Monitoring and Reporting

Agency must determine and ensure that all temporary workers at all worksites are only performing disaster-related work activities. The Agency shall notify Workforce Solutions of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the job needs to be ended.

7. Workforce Solutions Monitoring

The Agency shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Agency's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Agency at the time of

the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

A. Sectarian Activities: The Agency assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
B. Collective Bargaining And Union Activities: The Agency assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Agency and other parties, nor will this agreement assist, promote or deter union organization.
C. Lobbying And Political Activities: The Agency assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. 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.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.
Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

A. Workforce Solutions or the Agency may terminate the Agreement for convenience upon thirty (30) calendar day prior written notice to the other party.
B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:
    1) the Agency has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;
    2) the Agency 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 be stipulated by Workforce Solutions; or
    3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3101 W. Business 83, McAllen, TX, 78501. All notices required to be given to the Agency under this Agreement shall be sufficient when hand delivered or mailed to the Agency at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

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

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.

AGENCY:	WORKFORCE SOLUTIONS
Signature	Signature
Name	Name
Title	Title
Date	Date
Federal ID #	Workforce Solutions Contact
Contact Name	Typed Title
Phone number	Phone number
Fax number	Fax number
Email address	Email address