TPMA

Serving as Independent Procurement Entity for:

Workforce Innovations, Inc

(Formerly Northwest TN Workforce Board, Inc) Fiscal Agent and Staff to the Board for Southwest TN Workforce Board Serving the counties of:

Southwest - Chester, Decatur, Hardin, Hardeman, Haywood, Henderson, Madison, and McNairy

REQUEST FOR QUOTE

"Limited" EMPLOYER OF RECORD for Work Experience Interns

Release Date: April 17, 2024

Proposals Due: May 24, 2024

Contract Period: July 1, 2024 – June 30, 2025*

*With four (4) one-year extensions based on performance.

This project is funded under an agreement with the State of Tennessee – TN Department of Labor and Workforce Development. EOE. Auxiliary aids & services are available upon request to individuals with disabilities. TDD# 731-286-8383

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Section 1: Scope of Work

1. Employer of Record Services

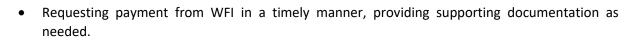
TPMA, on behalf of Workforce Innovations, Inc. (WFI) is seeking "blind" quotes/bids for limited Employer of Record (EOR) services for temporary work experience Interns assigned to various worksites (governmental, schools, non-profits, and for-profit companies) in the counties of Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, McNairy, and Madison in Southwest Tennessee. The goal of the federal/state funded program is to provide Interns with meaningful work experience which is consistent with their capabilities and interests to assist them in obtaining future unsubsidized employment. While WFI is equipped to handle the bulk of employment related responsibilities, they are seeking to contract with an entity to provide the remainder of Employer of Record services as outlined below.

WFI will be responsible for the following:

- Recruiting of Interns
- Collecting Intern eligibility documentation, including EOR new hire documentation (paper or online) as needed
- Recruiting of worksites
- Securing worksite agreements, including developing job descriptions and work schedules
- Notifying EOR of job description for approval of workers compensation classification
- Providing an orientation to Interns, including reviewing job descriptions and work schedules
- Collecting Intern time/attendance records for EOR, as needed.
- Reviewing and approving Intern time/attendance records prior to payment by EOR
- Monitoring of worksite for any Intern issues, appropriate supervision and labor law requirements as needed
- Coordinating with EOR and worksite for any necessary termination of Intern
- Processing payment (electronic transfer) to EOR in timely manner to facilitate timely payroll.

EOR will be responsible for the following:

- Providing EOR new hire information (paper or on-line) to Intern directly for completion or to WFI assigned staff to facilitate completion
- Collecting Intern time/attendance records for payroll period with assistance from WFI assigned staff as needed (EOR may utilize their established process and forms paper, online, etc.)
- Processing payroll, at least twice per month (EOR may pay Interns by established means check, direct deposit, pay card, etc.) at their established intervals – weekly, every two weeks, twice per month, etc.)
- Processing all payroll related employer taxes, workers compensation and other employer / employee related documents as the required for the Employer of Record
- Performing drug testing and/or background checks of Interns as required by EOR company policy or worksite request via WFI
- Terminating employment of Intern, if needed, including coordinating with WFI assigned staff member prior to termination



2. Quote/Bid Process

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Quote/Bids will be submitted on the Bidder Information/Quote Form included (Attachment D) in this Request for Quote. Since most employer burdens are uniform (FICA, FICA-Med, etc.), Quote/Bids will be submitted as a Percentage of Mark-up on Gross Wages based on like/similar/equivalent Workers Compensation Codes used by the Bidder. The following code/classification are currently utilized by WFI:

- 8808 Retail Store
- 8826 Food Service
- 8868 College Professional Employees & Clerical
- 9014 General Maintenance (includes both janitorial and groundskeeping)
- Other (additional codes may be submitted as part of bid or approved as needed)
- Bidder should also identify any workers compensation classifications which are <u>not</u> allowable.

Please note WFI's Work Site Agreement (attached for your reference) requires all work sites/ supervisors to abide by Child Labor Laws for Interns under the age of 18. Additionally, the Work Site Agreement prohibits work in occupations considered to be dangerous.

Periodically, the worksite will agree to hire the intern after a satisfactory training period (estimated 3 months – 2 years depending on occupation/program). In the event this occurs, an Employment/Conversion Fee may <u>not</u> be charged to either WFI (not allowable under federal/state legislation) or the worksite (not a party to the EOR agreement).

In order to assure there are no conflicts of interest with any bidder, all quote/bid information to be approved by WFI and the Local Workforce Development Board will be "blind" using a code name only to identify proposals. If potential bidders have not already done so, they must request a code name by sending an email to procurement@tpma-inc.com; Subject: WFI EOR Bid Request for Code Name

3. Current Intern Data

WFI currently serves as the Employer of Record for Interns in the work experience program.

- As of March 15, 2024, there are 33 actively employed Interns
 - Numbers are expected to increase due to expansion of the program and attrition/replacement to approximately 80-100 Interns the remainder of this calendar year.
- Interns live in the eight (8) Southwest TN counties, with approximately 10%-15% from each county.
 - Madison County is expected to grow to a larger percentage due to larger population.
- Current wage rates range from \$7.25 to \$15.00 per hour based on worksite wage recommendations and any grant specific restrictions. Approximately
 - o 50% of current Interns make \$7.25 per hour

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- 25% of current Interns make \$10-\$12 per hour
- 25% of current interns make \$13-\$15 per hour
- Total Gross Payroll for March 1 March 15 was \$13,073
 - Estimated Gross Payroll remaining 6 months of the year based on current levels -\$157,000
 - Estimated Gross Payroll remaining 6 months of the year based on anticipated increased levels - \$314,000
 - Estimated Annual Gross Payroll for subsequent years \$600,000-\$700,000
- Primary Intern target age is young adults (16 and older)
 - Special Older Worker grant includes up to 18 Interns ages 55 and older
 - Some grants allow for 14–15-year-old Interns to work in limited capacity (currently 4 are employed)
- Grant funding may specify placing target group Interns such as individuals with disabilities, justice involved individuals, etc. in appropriate employment opportunities.

					Bi-Mo	Bi-Mo
WC Code	Description	# Employed	% Employed	Avg Wage	Avg Hrs	Gross Pay
8808	Retail Store	5	15%	\$8.75	31	\$1,296
8826	Food Service	2	6%	\$7.25	42	\$609
8868	Clerical	21	64%	\$10.01	35	\$7,225
9014	General Maintenance	5	15%	\$13.25	58	\$3,944
	Total	33	100%	\$10.14	38	\$13,073

• Current workers compensation classification data

4. Potential Bidders

Although any employer could serve as an Employer of Record, the ideal bidder will have experience providing Employer of Record services to companies/organizations outside their entity. This may include staffing agencies, temporary employment agencies, payroll companies, private for profit and non-profit entities, community-based organizations, WIOA Career Service Providers, WIOA One-Stop Operators, Local Workforce Development Areas, and other interested entities with employer of record experience. All interested parties are encouraged to submit a quote/bid.

All Bidders must disclose any potential conflicts of interest arising from their relationships with Workforce Innovations, Inc., the Northwest or Southwest TN Workforce Development Boards, the Local Elected Officials for Northwest and Southwest TN and any other current affiliation related to Workforce Innovation and Opportunity Act funding. Through use of a third party and "blind" procurement process, a conflict of interest does not prohibit the applicant from being awarded a contract and providing services but must be disclosed in order to assure bidding and contracting is handled appropriately.

The Bidder must be able to demonstrate previous experience, the capacity, and the commitment to develop and implement the services requested.

Further, the LWDB will declare entities **ineligible** if they are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Respondents must disclose any legal judgments, claims, arbitration



proceedings, lawsuits or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers, or principals. Respondents must comply with Section 504 of the Rehabilitation Act of 1973, the Federal Drug-Free Workplace Act of 1988, and the Americans with Disabilities Act to be eligible.

5. Project Timeline & Funding

The table below provides a timeline of activities for this procurement. In the event dates are changed, TPMA will provide notice through the procurement at: <u>https://www.tpma-inc.com/2024/04/rfp-workforce-innovations-limited-employer-of-record-eor-services/</u>

Activity	Date
RFQ Release	April 17, 2024
Deadline for Bidder Questions	April 29, 2024
Response to Bidder Questions Posted	May 3, 2024
Proposal Deadline (email only)	May 24, 2023
LWDB Approval	June 6, 2024
Notification to All Bidders	June 8, 2024
Contract Begin Date	July 1, 2024*

*Subject to performance and fund availability, the selected contractor may be eligible for up to four (4) 1-year extensions, subject to satisfactory negotiation for any employer burden increase.

- All funding of this RFQ is contingent upon WFI and the LWDB having fund availability and may change based on increase/decrease in allocations, de-obligation of funds, new initiatives, and decisions of the LWDB.
- For the awarded contract, the submitted proposal, with any negotiations, will become part of the official contract file. Any commitments made in the proposal will be part of the contract and will be binding on the contractor.
- The contract will be awarded as a line-item cost reimbursement. No expenses are reimbursable until a contract or letter of authorization has been issued to incur cost as of a specific date.
- The issuance of this solicitation in no way commits the LWDB to pay any cost for the preparation and submission of a proposal. The Bidder assumes all costs o f preparation of the proposal and any presentation necessary for the proposal process.
- The LWDB may elect to reject all proposals if scope of work is not adequately addressed, fund request is not appropriate for scope of services, or for other reasons deemed appropriate by the LWDB.

6. Service Area

Southwest TN Workforce Area includes the counties of Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison and McNairy. Both interns and worksites will be located in these counties.

7. Workforce Innovations, Inc.

Workforce Innovations, Inc. (WFI) is a private, non-profit organization that supports the mission to develop a quality workforce system to meet the needs of area employers and job seekers. WFI was selected by the Local Workforce Development Boards (LWDBs) of Northwest TN and Southwest TN to



serve as Staff to the Board to assist in the day-to-day operations and promote alignment between the two areas. Additionally, WFI was selected by the Chief Local Elected Official (CLEO) for both areas to serve as Fiscal Agent being responsible for the receipt and disbursement of local Workforce Innovation and Opportunity Act (WIOA) funds and any other funds awarded to the LWDBs. WIOA, the primary funding source, is a federally funded program through the U.S. Department of Labor and the State of Tennessee Department of Labor and Workforce Development (TDLWD) serving two primary customers – job seekers and businesses through a One-Stop system branded as the American Job Center (AJC) system. The intent of WIOA is to strengthen the workforce system through innovation and alignment of services to promote individual and economic growth, meeting the business and industry needs in the area. One of the main purposes is to assist individuals with barriers to employment in increasing their access to employment, education, training, and support so they may succeed in the labor market. This includes a work-based learning component, where Interns are employed to learn valuable workplace skills. This Request for Quote seeks to secure a contract for "limited" Employer of Record services for Interns participating in work experience opportunities with local employers. The contract related to this RFP will be administered by Workforce Innovations, Inc.

8. TPMA

To avoid any appearance of conflict of interest, WFI has employed the services of TPMA to manage the procurement process. TPMA is a full-service consulting firm based in Indianapolis, Indiana with over 30 years of experience in workforce development activities, including helping workforce boards in strategic planning exercises. TPMA will release the RFP, assign "blind" code names to potential bidders, respond to questions, review all submitted proposals and evaluate them on a scale agreed upon by WFI. Based on the evaluation, TPMA will submit a recommendation to WFI and the LWDB. All submissions will be identified by <u>code only</u> to facilitate a "blind" proposal approval process. For more information of TPMA's experience and expertise, please visit us at http://www.tpma-inc.com.



Section 2: Submission & Evaluation

1. Bidders' Questions

All questions that interested parties may have can be sent to <u>bwilson@tpma-inc.com</u>. Questions must be submitted via email with the subject line "WFI EOR Bidder Question" between April 22, 2024 and April 29, 2024. Responses to questions will be posted by May 3, 2024 on the TPMA procurement portal website, https://www.tpma-inc.com/2024/04/rfp-workforce-innovations-limited-employer-of-record-eor-services/ along with other relevant information, including the RFP, attachments, procurement timeline, contact information, etc.

2. Order of Submission

a. Cover Sheet Complete the attached Cover Sheet (Attachment A)

b. Conflict of Interest Form

Conflict of Interest Form (Attachment B) must be completed and submitted with bid documents

c. Reference Form

Reference Form (Attachment C) must be completed and submitted with bid documents

d. Bidder Information/Quote Form

Complete the Bidder Information/Quote Form (Attachment D) in its entirety by marking the correct answer and providing an explanation if needed. The form is "fillable" and should allow for expanded explanations. (Use Code Name **only** – no identifying information allowed.)

e. Proposal Narrative

(2 page maximum – Use Code Name only – no identifying information allowed)

Briefly describe your experience in serving as an Employer of Record and how you propose to incorporate that experience into serving as EOR for WFI Work Experience Interns. Please include all relevant information such as facilitating the new hire process, time/attendance reporting methodology, payroll processing and timeframes, employment related reporting, workers compensation claims and any other pertinent information. Additionally, include a description of your financial position, including timeframe of billing/reimbursement requirements to effectively meet payroll timelines.

3. Evaluation and Award

Proposals will be evaluated by TPMA, as the third-party procurement agent, to ensure each submission meets all criteria outlined in this RFQ. The procurement team will develop and use a scoring matrix that is agreed upon by the LWDB to evaluate each proposal. The Narrative Description will be evaluated and awarded up to 50 points based on the ability to effectively communicate the services to be provided. Up to 50 points will be awarded for Sections 1-8 based on the higher degree of flexibility offered. Section 9 represents the monetary quote for services. Generally, the lower percentage (%) of mark-up of gross wages is desirable; however, due to the nature of the requested service, scores from the Narrative Description and Sections 1-8 of the Bidder Information/Quote Form will be considered in making the final recommendation for approval.

Section	Points
Narrative - Organizational Experience & Capacity	20
Narrative – Processes & Methodology	15
Narrative – Financial Capacity	15
Form – Service Available in Counties	10
Form – New Hire On-boarding	5
Form – Special Requirements	5
Form – Time/Attendance Records	5
Form – Frequency of Payroll	5
Form – Payroll Distribution Method	5
Form – Billing/Request Payment	5
Form – Employees Eligible for Hire	10
TOTAL	100

An entity's failure to submit a complete proposal or to respond in whole to RFQ requirements will result in the proposal being deemed non-responsive and thus ineligible for funding. A proposal may also be deemed "non-responsive" if the proposal is clearly not within the scope of the project described and required in the RFP. The LWDB reserves the right to cancel this procurement at any time, for any reason.

4. Notice of Award

All respondents will be notified by email as to their award status. Unsuccessful respondents who wish to obtain information on the evaluation of their proposal should submit a written request to this effect to Jennifer Bane, Executive Director, Workforce Innovations, Inc., Northwest & Southwest Tennessee Local Workforce Development Board, at <u>jbane@nwtnworks.org</u>. Unsuccessful respondents are encouraged to re-apply in subsequent funding cycles.

5. Appeals Process

Any disagreements resulting from this procurement process can be addressed to Jennifer Bane, Executive Director, Workforce Innovations, Inc., Northwest & Southwest Tennessee Local Workforce Development Board, at <u>jbane@nwtnworks.org</u>. Appeals must be made within 14 calendar days of notification of non-award.

6. Fiscal Review

The LWDB reserves the right to review and request further information regarding the respondent's financial situation, if not sufficiently outlined in the narrative. The LWDB reserves the right to assess the risk posed by any recent, current, or potential litigation, court action, investigation, audit, bankruptcy, receivership, financial insolvency, merger, acquisition, or other event that might affect an organization's ability to operate the requested program.

7. Past Performance

TPMA may review a respondent's performance on any previous and/or existing grant agreement(s) as well as check references submitted. The review team may perform an in-depth evaluation of all responsive proposals based upon the criteria herein. Prior to its final funding decision, the LWDB may also: 1) meet with representatives of the responding entity to discuss the proposed program and budget; 2) identify



and/or negotiate program or budget changes the responding entity must make as a condition of funding; and 3) identify other documentation the entity must provide as a condition of funding.

8. Accessibility and Equal Opportunity

TPMA and the LWDB are committed to equal access for all customers to all services. All contractors must ensure equal opportunity to all individuals. No individual in the Northwest & Southwest Tennessee Local Workforce Development Area shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any Workforce Innovation and Opportunity Act funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. All entities are expected to demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This includes ensuring contract staff receive accessibility training and may involve developing accessibility plans. All respondents must ensure all written materials and communications include the statement: "Reasonable accommodations and auxiliary equipment and services are available upon request."



Attachment A: Cover Sheet

Please complete this **mandatory** cover sheet accordingly.

Bidders Assigned Code Name							
Organization/Company Name							
Address							
Phone Number							
Number of Years in Business							
FEIN #							
DUNS # (If applicable)							
Acknowledgement that Proposing Ent	ity i	s up to date on taxes and		YES		NO	
not currently debarred or suspended.							
Type of Organization		Higher Education	Priv	vate			
(check all that apply)		Community-Based Org.	Bus	siness Oi	rganizati	on	
		Government Agency	Otł	her (expl	ain)		
		Labor Organization					
		Non-Profit					
		Employment Service State A	gency (Wagner	-Peyser)		
Contact Person							
Contact Person's Email Address							
Signatory Authority Signature							

Attachment B: Conflict of Interest Form

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By submitting a proposal, the authorized signatory authority of the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid process with <u>TPMA</u>, the entity managing this bid for Workforce Innovations, Inc.

A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual's family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. The LWDB reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

The signatory authority further acknowledges the following potential conflict of interest with <u>Workforce</u> <u>Innovations, Inc., the Northwest TN or Southwest TN Workforce Board, or the Consortium of Local Elected</u> <u>Officials for Northwest and Southwest TN</u>; however, assures that all submissions follow the "blind" proposal submission process included in this request.

Describe any potential conflict of interest:

Company Name

Signatory Authority Name

Signature

Date

Note: This form is a *mandatory* required document to be considered for the contract.



Attachment C: References

Company Name: ______

Bidders are required to list three (3) references who can verify experience. References should be for experience in the past 5 years.

Company:
Contact Name:
Phone # or email:
Company:
Contact Name:
Phone # or email:
Company:
Contact Name:
Phone # or email:



Attachment D: Bidder Information/Quote Form

Note: Use Code Name ONLY – NO identifying information allowed

Code Name:	Years in Business				
1. Services Available in the following counties:					
Chester Decatur Hardeman	Hardin				
Haywood Henderson Madison	McNairy				
2. Process for new hire "on-boarding"					
On-lineIn- PersonOther					
Explanation, if needed:					
3. Special Requirements					
Drug Test Required/Included in Mark-up Drug Test A	vailable/ Cost \$				
Background Check Required/Included in Mark-up Background	l Check Available/ Cost \$				
Other, please specify					
Explanation, if needed:					
4. Process for Time/Attendance Records					
On-line In- Person Other, Specify					
Explanation, if needed:					
5. Frequency of Payroll					
Weekly Every Other Week Twice Per N	Nonth Other, Specify				
Explanation, if needed:					



6.	Payroll Distribution Meth	od			
	_ Direct Deposit	Payroll Card	Check	Other, Spec	ify
Exp	planation, if needed:				
7.	Billing/Timing of Request	for Payment			
	_ Bill WFI Prior Bi	ll WFI After	Other, Specify	Time Records Availa	ble for Review
Exp	planation, if needed:				
	Employees Eligible for Hin _Age 14-15 Age 16-54 planation, if needed:	Age 55+			
9.	Bidder Quote (Quote based on percent conversion fee is allowabl		Workers Compensatio	n Classifications. No emp	loyment /
	Professional/Clerical	%			
	Food Service	%			
	Retail Service	%			
	General Maintenance	% (include	s both groundskeeping	and janitorial)	
	Optional - Other, specify	%			
Exp	planation, if needed:				

Please provide a list of any specific workers compensation codes/classifications that are <u>not</u> allowable.

Workforce Innovations, Inc. (WFI) Work Experience Worksite Agreement

THIS AGREEMENT IS MADE BETWEEN WFI AND: (Worksite Name)			
Worksite Address			
Workshe Address			
Email Address	Phone		

This agreement is between WFI and the above named Worksite to provide employment and training services to individuals participating under the Southwest Local Workforce Development Area (LWDA) Work Experience Program. It is required that worksites be in operation, e.g. doing business / providing its services or products (not the date of formation), at a minimum of six (6) months to be eligible; the above-named worksite began operations on (date) The U.S. Department of Labor is not a party to this Agreement and interns enrolled are not subject to the provisions of law

pertaining to federal employment. Under this agreement, interns will be provided meaningful work experience which will be consistent with each intern's capabilities and interests and which will assist these individuals to obtain future unsubsidized employment. This worksite agreement will be active from (date) to (one calendar year)

The above parties agree that WFI will be the official employer of record and be responsible for providing the Worker's Compensation Insurance. WFI will provide wages for interns for the contracted dates for a maximum of 40 hours per week. WFI is responsible for recruiting, determining eligibility, and developing all worksite locations for eligible youth. It is WFI's responsibility to provide all pertinent information to the Worksite, coordinate with the Worksite to obtain timesheets and evaluations on the interns, and provide support needed so each intern can be successful in the workplace.

The Worksite agrees that if an intern is below eighteen (18) years of age, all applicable federal and state child labor laws apply. The Worksite agrees that interns under eighteen (18) years of age will **NOT** be employed in connection with the following: manufacturing, transporting, storing, or use of explosives; mining, logging, or quarrying operation; driving a motor vehicle; any occupation involving exposure to radioactive substances, lead or its compounds, or to dangerous or poisonous acids, dyes, gasses, or chemicals; any occupation where intoxicating beverages are manufactured, bottled, or served for consumption; operating or maintaining any hazardous power driven machinery, including chainsaws. According to TEGL No 01-05, "WIOA Title I to support employment and training in religious activities, is allowed when participants are given a genuine and independent private choice among training providers and or program options and can freely elect, to receive training in religious activities". If any of the youth wish to work in these areas, please make sure that it is their private choice. The Worksite assures that funds provided under this agreement shall not be used for the employment of individuals in the construction, operation, or maintenance of any facility as is used for sectarian instruction or as a place for religious worship.

No Nepotism/Conflict of Interest:

The Worksite shall not engage in nepotism by allowing a WIOA participant in the Work Experience Program to be placed at their company if the participant is a relative. A conflict of interest "relative: will be considered a parent, parent-in-law, child, spouse, brother, sister, foster brother, foster sister, grandparent, grandchild, son-in-law, brother-in-law, daughter-in-law, sister-in-law, or other family member who resides in the same household.

Worksite Responsibilities:

- 1. The Worksite agrees to comply with workplace safety guidelines and applicable federal/state laws including the federal Hazard Communication Legislation and Tennessee Hazardous Chemical Right-To-Know laws.
- Interns cannot participate in any political or religious activities. 2
- Provide an orientation of workplace procedures, including all safety precautions, work policies, and job expectations.
 Complete a job description or training plan for all interns. Notify WFI if the duties change significantly.
- 5. Set the hours trainees shall work (not to exceed 40 hours per week), and furnish equipment or tools, materials or supplies, and all safety equipment as required on the job. Trainees may not displace currently employed workers.
- 6. Interns must be continuously occupied with meaningful, productive work with the understanding that the supervisor/participant ratio will be at least one (1) supervisor to every eight (8) participants, at a designated work location. Interns will not be permitted to work remotely. Supervisor(s) will serve as mentors to the intern, providing guidance and structure which is conducive to a positive work experience for both supervisor and intern. Supervisor(s) will be employees of the worksite, not volunteers assuming the role of a supervisor(s).
- 7. Ensure the work experience will be conducted in a safe, drug-free, and sanitary working environment and there will be adequate supervision of each intern by qualified supervisor(s). All injuries and accidents must be reported to WFI immediately and a First Report of Injury of Illness Form must be completed. Each trainee is required to complete an Emergency Notification Form listing whom to contact in the event of an injury, illness, allergic reaction, etc. A copy must be kept at the worksite and be available to supervisor(s) at all times.
- 8. Accurate time and attendance records will be kept by the supervisor(s) on each intern and will reflect the actual time worked by the intern. Using the WFI approved timesheets, interns shall sign in and out for work and lunch. In no case will an intern be allowed to sign in and out simultaneously. Timesheets will be signed at the end of each pay period by the

trainee and supervisor, whose signature will certify their accuracy. These records will be picked up and / or submitted to WFI for payroll processing. This is a temporary training position; no pay will be given for lunch breaks, holidays, or absences. Overtime is not allowed.

- State law requires that employees must be provided at least a thirty (30) minute unpaid meal or rest period if scheduled six (6) consecutive hours, therefore an intern cannot work more than 5.5 consecutive hours unless a lunch break is taken. The failure to provide a thirty (30) minute meal or rest period is a violation of state law and will result in the termination of the worksite agreement.
- 10. All interns will be evaluated by the supervisor(s) within the first month and again near the completion of the work experience. The evaluations will be turned in with the intern's timesheets. The worksite will notify WFI if they are experiencing problems or unsatisfactory performance with the trainee. Trainees may be terminated if they do not adhere to the worksite's established policies, procedures, and practices.
- 11. Allow access by authorized representatives to the premises at all reasonable hours for monitoring the worksite, including counseling with interns, and safety inspection and other working conditions. The Secretary of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of the state and local government and their grantees and contractors which are **pertinent to a specific grant program** under the Act for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- 12. If the worksite is negligent in its responsibilities agreed to in this document, the agreement will be terminated for cause.

The Worksite and WFI assure that all interns will not be discriminated against because of race, sex, age, creed, color, religion, or political affiliation.

This agreement shall be effective from the date of execution until one (1) calendar year after, termination of the project, or termination by either party to this agreement with five (5) days advance notice.

I have read, understood, and agree to abide by the terms and conditions of this agreement.

(PRINT NAME) Worksite Signatory Authority	Signature	Date
(PRINT NAME) Worksite Supervisor	Worksite Supervisor Signature	Date
(PRINT NAME) Alternate Supervisor	Alternate Supervisor's Signature	Date
Career Advisor Signature Date	ATTENTION: COPIES OF THIS FORM WORKSITE SUPERVISOR(S), WFI, AI VOS.	