



CareerSource
CENTRAL FLORIDA

**CONTRACTOR AGREEMENT NO: OPS TEMP 1819-7025
CONTRACT MODIFICATION NO. 02**

BETWEEN
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. – REGION 12
d/b/a CareerSource Central Florida
And
MANPOWER INC.

CONTRACTOR AGREEMENT PERIOD OF PERFORMANCE: May 6, 2019 – June 30, 2021

DESCRIPTION OF CHANGE: The purpose of Modification No. 02 to Contractor Agreement OPS TEMP 1819-7025 between Central Florida Workforce Board – Region 12 d/b/a CareerSource Central Florida and Manpower Inc. (formerly JMark of Central Florida, Inc. d/b/a Manpower) is to:

- Extend this Agreement for an additional year through June 30, 2021.
- Delete the prior ATTACHMENT B and replace with the new **ATTACHMENT B – PAYMENT TERMS**, effective July 1, 2020.
- Document an official change of business name, effective September 1, 2019, from JMark of Central Florida, Inc. d/b/a Manpower to **Manpower Inc.**
 - Per the Contractor's request, any former reference to JMark of Central Florida will be replaced with **Manpower Inc.** in this modification and any future documents.

No other changes are authorized by this modification.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this modified agreement.

MANPOWER INC.

CAREERSOURCE CENTRAL FLORIDA

BY: *Lisa Hancock*
Signature
Lisa Hancock / Market Principal
Printed Name, Title

BY: *Pamela Nabors*
Signature
Pamela Nabors, President & CEO

Note: Regardless of the date the modification is signed, it shall be effective on July 1, 2020.

PAYMENT TERMS

This is a cost reimbursable Vendor Contractor Agreement. Contractor shall invoice CSCF, in accordance with PAYMENT TERMS outlined within this Attachment. Note that business related travel expenditures, food, and beverages are not reimbursable under this Agreement, regardless of purpose. Payment Terms under this Agreement will be net 15 Days.

FIVE COUNTY REGION LOCATIONS*

| Locations (ALL) |
|------------------------|
| Lake |
| Orange |
| Osceola |
| Seminole |
| Sumter |

*A broad range of position titles and locations are covered under this Agreement. As applicable, CSCF agrees to provide the position title, description, location and corresponding pay rate to Contractor, as well as corresponding maximums related to work hours and/or length of time in position. Contractor shall reserve the right not to hire a program participant or candidate, if Contractor deems that individual unsuitable for hire, for any lawful reason. For example:

- A. Failure to pass a Drug Screen
- B. Non-Disclosure of a Misdemeanor or Felony at time of intake

MARK-UP FOR WORK EXPERIENCE INTERNSHIPS & SUMMER YOUTH PROGRAMS (EXTERNAL)

| Work Description | Mark-up Percentage Associated with Placement | Who Covers the Workers Comp |
|--|---|------------------------------------|
| Traditional Work Experience/Internships – CSCF Refers Candidates to Manpower | 20.5% | State of Florida |
| Special Project Internships or Learning Experiences – CSCF Refers Candidates to Manpower – Clerical, Administrative, Professional | 25% | Manpower |
| Special Project Internships – CSCF Refers Candidates to Manpower – Light Industrial or Clean Work Sites, < 35 pound lift, Janitorial, Prep Cooks, Servers, etc. | 27% | Manpower |
| Special Project Internships – CSCF Refers Candidates to Manpower – Light Industrial or Clean Work Sites, > 35 pound lift, Machine Operators, Electrical or gas powered tools | 32% | Manpower |
| NOTE: Overtime Mark-Up Costs, Based on Straight-Time Bill Rate is not applicable to the rates listed in this table. | | |

MARK-UP FOR TEMPS & SPONSORED INTERNSHIPS (INTERNAL)

| Work Description | Mark-Up Percentage Associated with Placement | Who Covers the Workers Comp? |
|---|---|-------------------------------------|
| CSCF Internal Temporary Staffing – Manpower Sources Candidates | 30% | Manpower |
| CSCF Internal Temporary Staffing – CSCF Sources Candidates | 25% | Manpower |
| NOTE: Overtime Mark-Up Costs, Based on Straight-Time Bill Rate is not applicable to the rates listed in this table. | | |

- The above rates are comprised in part of the following costs associated with Contractor's Employer Obligations and are subject to provision of rate increases and notice of Government Requirements stated in the Agreement below: FICA, FYTA, SUTA, statutory minimums.
- **Rate Increases:** If Contractor is required to increase wage and/or payroll burden costs at any time during the term of this Agreement, as a direct result of any determination, order, or action by any applicable federal, state or local governmental authority, third party insured, including prevailing wage and benefit requirements, or in order to meet Employer Obligations, CSCF will reimburse Contractor at cost for such increase or equitable adjustment.
- **Notice of Government Requirements:** CSCF agrees to notify Contractor immediately whenever any Associate will perform work pursuant to a government contract covered by the Service Contract Act of 1965, The Davis Bacon Act or any applicable federal, state or local government requirement and to pay Contractor the price differential or equitable adjustment associated with any wage determination under such government contract.

REQUIRED ADDITIONAL BACKGROUND CHECKS AND TESTING

| Required | Check or Test | Specific Requirements, if any | Cost |
|----------|--------------------------|---|----------------------|
| Yes | Criminal Record Check | SSN Trace +7-year history county criminal search | \$25.00 per employee |
| No | Driving Record | Not Applicable | Not Applicable |
| Yes | Drug Test | 5 panel Urinalysis | \$5.50 per employee |
| Yes | Employment Verifications | Contractor will process verifications, as requested | No Fee |

TEMP-TO-PERM CONTRACT CONVERSION FEES

Under this Agreement, a temp-to-perm conversion fee shall be applicable, should CSCF choose to hire the Contractor's employee. The conversion fee will be based on the amount of hours the assigned Contractor's employee has worked in filling a temporary CSCF internal vacancy. The conversion fees are listed in the table below:

| Hours Worked As CSCF Internal Hire | Conversion Fee Payment Due |
|------------------------------------|----------------------------|
| 0 - 240 Hours | \$3,000 |
| 241 - 480 Hours | \$1,500 |
| 481 - 640 Hours | \$500 |
| 641 Hours or greater | \$0 |

Contractor shall submit invoices to facilitate payments in accordance with pay points indicated below. Invoices shall be transmitted electronically by email to accountspayable@careersourcecf.com.

INVOICING SUPPORT DOCUMENTATION REQUIREMENTS

Required support documentation for submitted invoices must include the following, at a minimum:

- Copy of approved timesheets for each Associate included on submitted invoice for payment.
- Copy of background check request showing signature of Associate with date of background check.
- Copy of drug test request showing signature of Associate with date of drug test.