

**82352  
PY'23-24  
STAFFING SERVICES AGREEMENT**

**AMENDMENT #3**

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between **22nd Century Technologies, Inc.**, hereinafter referred to as "**TSCTI**" or "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Staffing Services Agreement entered between the parties on **July 1, 2022**. The Staffing Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2022 and expiring **June 30, 2023** to provide recruiting and payroll services.

**Article 1, Effective Term**, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon July 1, 2022, irrespective of the date of execution, and terminate at the close of business on **June 30, 2024**, unless earlier terminated as provided below.

**Article 2, Statement of Work**, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A-3, PY'23-24 Modified Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

**Article 3, Payment Terms, Bill Rates and Fees**, is deleted in its entirety and replaced with the following language:

The SFWIB shall pay **TSCTI** for its services according to the rates set forth in **Exhibit A-3, Attachment 2-C, PY'23-24 Modified Pay Rate Table and Exhibit A-3, Attachment 3-C, PY'23-24 Enhanced Benefits Table** attached hereto and incorporated herein, and according to the terms set forth below.

**TSCTI** shall invoice the SFWIB for services provided under this Agreement on a monthly basis unless otherwise agreed by the SFWIB and **TSCTI**. **TSCTI** shall submit invoices via electronic mail as follows:

- All other invoices shall be submitted to the SFWIB's Finance Department at [cssf\\_ap@careersourcesfl.com](mailto:cssf_ap@careersourcesfl.com).

**TSCTI** shall submit a separate itemized invoice to the SFWIB for Assigned Employees who will partake in the approved SFWIB medical, dental and vision insurance plans. Said invoices shall designate the type of insurance, premiums, and plan coverage costs, per staff location.

The SFWIB shall pay all proper invoices within thirty (30) business days of receipt. Original invoices itemizing services rendered, per location, shall be supported by each properly authorized time sheet pertaining to payroll cycle worked by each of the Assigned Employees and an itemized Payroll Register, which includes wage payments, benefits, and withholdings for the payroll for which reimbursement is requested. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion. A separate bi-weekly report will also be submitted by **TSCTI** indicating the charges incurred for staff payroll by location.

Assigned Employees are presumed to be non-exempt from laws requiring for overtime, holiday work, or weekend work. **TSCTI** will charge the SFWIB special rates for overtime only when an Assigned Employee's work on assignment to the SFWIB, viewed by itself, would legally require overtime pay and the SFWIB has authorized, directed, or allowed, in writing, the Assigned Employee to work such overtime. The SFWIB will be responsible for paying overtime wages when an Assigned Employee, authorized, directed or allowed by the SFWIB in writing, has worked more than forty (40) weekly hours (Monday to Sunday) for the SFWIB. The overtime bill rate is calculated at one and one-half (1.5) times of the regular bill rate.

- The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (the "County"), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for holidays worked. The holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
- Holidays shall be billed at the regular billing rates for the specified position as set forth in **Exhibit A-3, Attachment 2-C, PY'23-24 Modified Pay Rate Table**. No additional allowances will be given for Holidays worked.
- Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the assigned employee has worked forty (40) hours in a calendar week.

The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with services performed by **TSCTI** under this Agreement.

<b>Pricing Information</b>		
<b>Services</b>	<b>Mark-up Rate</b>	<b>Effective Date</b>
<b>Staffing Services</b>	<b>See Table Below</b>	<b>July 1, 2023 – June 30, 2024</b>
<b>Recruiting Services</b>	<b>See Table Below</b>	<b>July 1, 2023 – June 30, 2024</b>

<b>Group 1, Group 2, Group 3</b>	<b>Staffing Services</b>	<b>Recruiting Services</b>
FICA	6.20%	6.20%
MICA	1.45%	1.45%
FUTA	0.60%	0.60%
SUTA	1.08%	1.08%
Workers Compensation	0.27%	0.27%
Benefits	14.12%	14.12%
Administrative Costs	5.28%	8.28%
<b>TOTAL</b>	<b>29%</b>	<b>32%</b>

**Article 4**, Prior Agreements is deleted in its entirety and replaced with the following language:

4.1 This Agreement and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements, and understandings, whether oral or written, applicable to the matters contained herein and the Parties agree that there are no other commitments, agreements or understandings concerning the subject matter of this Agreement which are not contained in this Agreement or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following Attachments and Exhibits are incorporated into this Agreement:

<u>Type</u>	<u>Description</u>
Attachment 1	The Florida Department of Economic Opportunity memorandum dated July 1, 2021
Attachment 2	Trafficking Victims Protection Act of 2000
Attachment 3	Assurances and Certifications
Attachment 4	Certification Regarding Environmental Tobacco Smoke
Attachment 5	Assurances-Non-Construction Programs
Attachment 6	Code of Business Ethics Affidavit
Attachment 7	Certification Regarding the Florida Clean Indoor Air Act
Attachment 8	Confidentiality Agreement
Attachment 9	Individual Non-Disclosure and Confidentiality Form
Attachment 10	Disclosure and Certification of Conflict of Interest in a Contract
<b>Exhibit A-3</b>	<b>Modified Statement of Work</b>
<b>(Exhibit A-3) Attachment 1-C</b>	<b>PY'23-24 Modified Job Descriptions</b>
<b>(Exhibit A-3) Attachment 2-C</b>	<b>PY'23-24 Modified Pay Rate Table</b>
<b>(Exhibit A-3) Attachment 3-C</b>	<b>PY'23-24 Enhanced Benefits Table</b>
<b>Exhibit B</b>	<b>Annual Certification</b>

4.1 The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination or cancellation hereof.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.


All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

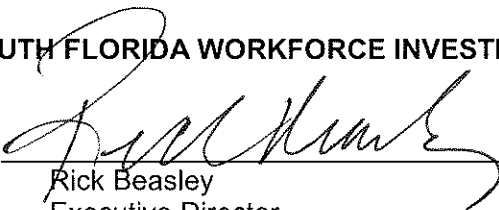
**SIGNATORY FORM**

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **22nd Century Technologies, Inc.**  
PROGRAM ENTITLED: **Staffing Services**  
INDEX CODE: **82352**  
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278; WIOA NDWG 17.277.**

BY:  \_\_\_\_\_ 08/31/2023  
Satvinder Singh \_\_\_\_\_  
President \_\_\_\_\_  
22<sup>nd</sup> Century Technologies, Inc. \_\_\_\_\_  
Date

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY:  \_\_\_\_\_ 9/5/23  
Rick Beasley \_\_\_\_\_  
Executive Director \_\_\_\_\_  
South Florida Workforce Investment Board \_\_\_\_\_  
Date

**PY'23-24 STATEMENT OF WORK  
22ND CENTURY TECHNOLOGIES, INC.  
TEMPORARY STAFFING SERVICES**

**I. Introduction:**

The Contractor does hereby agree to provide Temporary Staffing Services on an as needed basis to the South Florida Workforce Investment Board ("SFWIB") dba CareerSource South Florida (CSSF) as described herein in compliance with the conditions herein stated.

**II. Staffing Services to be Rendered:**

Services provided under this Agreement: (1) will be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB's expressed requirements set forth herein, including, but not limited to, the following:

**A. On-board Processing**

- a. The hiring process shall include drug and alcohol testing, at the Contractor's expense, of Assigned Employees prior to assignment start date with the SFWIB.
- b. The Contractor shall terminate the temporary assignment of any employee found to be unqualified or not meeting for any reason SFWIB's expectation for his/her specific assignment.
- c. The Contractor shall hire individuals based on **Exhibit A, Attachment 1, PY'23-24 Job Descriptions** attached hereto and incorporated by reference as if fully set forth herein, under the SFWIB's supervision at any location the SFWIB designates.

**B. Payroll Services**

- a. The Contractor shall designate sufficient resources to ensure payroll services are seamless, accurate and processed timely on a bi-weekly or weekly basis in conjunction with the needs of the SFWIB.
- b. To process the payroll.
- c. The Contractor shall offer direct deposit and ensure direct deposits are posted to bank on pay date.
- d. The Contractor shall offer efficient payroll processing alternatives such as, paperless time reporting and pay cards.

**C. Employee Benefits**

- a. The Contractor shall comply with all provisions of the Affordable Care Act (ACA) applicable to Assigned Employees, including the Employer shared responsibility provisions relating to the offer of "minimum essential coverage" to all full time employees. Insurance coverage shall at the minimum meet state and federal regulations.
- b. The Contractor shall offer benefit plan options to all Assigned Employees and their eligible dependents as set forth in **Exhibit A, Attachment 3, PY'23-24 Enhanced Benefits Table** that includes:
  - I. Medical
  - II. Prescription drug coverage
  - III. Dental

- IV. Vision
- V. Short/Long Term Disability
- VI. Paid Time Off (PTO)
  - i. The Contractor shall provide Assigned Employees, the ability to establish a bank of hours that allows the Assigned Employee to take time off with pay at their regular rate of pay for sick, vacation or other approved absences as offered to the Contractor's other employees.
- VII. Notify the SFWIB, in writing within thirty (30) calendar days, of any issues surrounding the continuation or discontinuation of the Enhanced Benefits provision, increases to costs, or other changes which would have an impact on Assigned Employees.
- VIII. Holidays
  - i. The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (County), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance.
  - ii. Holidays shall be billed at the Hourly Rate Range for the specified position as set forth in **Exhibit A, Attachment 2 PY'23-24 Pay Rate Table**. No additional allowances will be given for Holidays worked.

D. Reporting Requirements

- a. The Contractor shall submit invoices for the Career Center locations to Mr. Robert Smith at [Robert.Smith2@CareerSourcesfl.com](mailto:Robert.Smith2@CareerSourcesfl.com) and all other invoices to the SFWIB Finance Department via electronic mail to [cssf\\_ap@careersourcesfl.com](mailto:cssf_ap@careersourcesfl.com). The SFWIB shall pay all invoices within thirty (30) business days of receipt of the invoice. Original Invoices itemizing services rendered, per staff location, shall be supported by each properly authorized time sheets pertaining to payroll cycle worked by the Assigned Employee.
- b. The Contractor shall provide an itemized payroll register which includes wage payments, benefits, and withholdings for the payroll for which reimbursement is requested.
- c. The Contractor shall prepare payroll reports and provide to the SFWIB on a bi-weekly basis.
- d. The Contractor shall prepare, in a timely manner, all year-end payroll and tax processing report(s).
- e. The Contractor shall remit all payroll taxes to federal and state agencies on bi-weekly basis.
- f. The Contractor shall handle unemployment and workers' compensation claims involving Assigned Employees.

E. Technical Assistance

- a. The Contractor shall identify a Project Lead to work with the SFWIB's designated team member on projects.
- b. The Contractor shall provide training, either on-site or tele-conference, at the request of the SFWIB.

F. Timeframes

- a. The Contractor shall work and cooperate with the SFWIB to ensure on-boarding process coincides with the timeframes established and communicated by the SFWIB verbally or in writing within sixty (60) days.

G. Overtime

- a. Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the Assigned Employee has worked forty (40) hours in a week.

H. Transition

- a. The Contractor's transition process and timeline, to assume the services from the current contractor, must be between fifteen (15) to twenty (20) days.

I. No Supervision by the Contractor of Assigned Employees

- a. The Assigned Employees referred by the Contractor to the SFWIB will work at SFWIB's office or at any location the SFWIB designates. Although the Assigned Employees are employees of the Contractor, it is understood and agreed that the Contractor is not engaged in the preparation or review of the Assigned Employee's work product or performance in any circumstances. Accordingly, the Contractor will not control, direct or supervise the activities (including, without the limitation, the work schedules) of any Assigned Employee that the Contractor provides, and the Contractor does not participate in, has no knowledge of and assumes no responsibility for reviewing, examining or verifying either the assignment or performance of the Assigned Employees.

- J. The Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, rules, and regulations in performing the Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**III. Recruiting Services:**

A. Recruitment/Referral of Qualified Candidates

- a. Upon request of the SFWIB, the Contractor shall recruit, screen, and assign its employees with the qualifications, training, formal education, licenses, skills, and abilities to perform the type of work described in each job description provided by the SFWIB.
- b. The SFWIB shall have the option to request from the Contractor more than one individual at a time to conduct an interview and to make a selection of the best-qualified candidate for assignment with the SFWIB.