

SUMMER JAM 2020

Employer Registration Checklist



Employer Registrations packets should be submitted no later than **April 24, 2020**

Employer/Business/Agency: _____

Please be sure that the forms/documents listed below are completed, signed, and returned:

- _____ Employer Handbook Supervisor Receipt
- _____ Business Associate Agreement
- _____ Work Experience Worksite Master Agreement
- _____ Worksite Master Agreement Addendum
- _____ Supervisor Clearances Form (for **each** supervisor, if applicable)
- _____ Occupational Privilege Tax Information Form
- _____ W-9 Request for Taxpayer Information
- _____ Certificate of Insurance (listing GECAC as additionally insured/Certificate Holder)
- _____ Act 33 Clearance (for **each** supervisor, if applicable)
- _____ Act 34 Clearance (for **each** supervisor, if applicable)
- _____ FBI Clearance (for **each** supervisor)

PROGRAM TIMELINE: June 22, 2020 thru August 14, 2020

BENEFITS OF PARTICIPATION

- GECAC screens and trains the youth participating in the program.
- We match their skills and interests to a local business.
- You help local youth learn valuable life skills and gain practical work experience.
- You will be assigned a dedicated Summer JAM staff to ensure a successful experience for both you and the youth worker.
- You will develop a great talent pipeline for future employees!

YOUR RESPONSIBILITIES

- Provide appropriate supervision, mentoring, and specific job training to assigned youth.
- Maintain regular communication with Summer JAM staff about progress, concerns, & successes.

REGISTRATION DEADLINE: Employer Registrations packets should be submitted no later than **April 24, 2020**

EMPLOYER HANDBOOK SUPERVISOR SIGNATURE



I, _____ supervisor of _____
Worksite Supervisor Name (Please Print) Name of Employer/Business/Agency

Received the Erie Summer Jobs and More (JAM) Employer Handbook on _____ from _____
Date GECAC Representative
a GECAC representative. I understand it is my responsibility to review the Employer handbook in its entirety.

Employer Representative Signature

Date

GECAC Representative Signature

Date

GREATER ERIE COMMUNITY ACTION COMMITTEE
BUSINESS ASSOCIATE AGREEMENT

HIPAA PRIVACY COMPLIANCE AGREEMENT FOR BUSINESS ASSOCIATES

THIS AGREEMENT is made this _____ day of _____, by and among the **Greater Erie Community Action Committee** [hereinafter known as the “Covered Entity”] and,

_____ [hereinafter known as “Business Associate”]. Covered Entity and Business Associate shall collectively be known herein as the “the Parties.” This agreement replaces any existing like agreement between the Covered Entity and the Business Associates.

WHEREAS, Covered Entity is a provider whose activities may require it to have access to health information;

WHEREAS, Business Associate is in the business of providing services to the Covered Entity and its activities are generally described as consumer services;

WHEREAS, Covered Entity wishes to continue an existing business relationship with Business Associate that has been memorialized in a separate services agreement, which is still in effect;

WHEREAS, the nature of the existing contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health act of 2009 (“HITECH Act”), including all pertinent regulations issued by the Department of Health and Human Services (“HHS”); The premises having been considered and with acknowledgement of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions

1. Breach – has the same meaning as this term has in § 13402 of Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”)
2. Business Associate – shall have the meaning given to such term under the Privacy Rule (defined in Section A7 below) and which includes a third party that performs functions for or on behalf of Covered Entity and has access to Covered Entity’s PHI and uses such PHI in the performance of its functions
3. Covered Entity – shall mean the **Greater Erie Community Action Committee**.
4. Designated Record Set – has the same meaning as this term has in 45 CFR § 164.501.
5. Electronic Protected Health Information (EPHI) – protected health information that is stored or transmitted by electronic media, as that term is defined by the HIPAA Security Rule (including, but not limited to electronic storage media such as computer hard drives, storage or memory disks/cards, and electronic transmission media such as the internet, email, dial-up lines, and the physical movement or transport of electronic storage media).
6. Individual - has the same meaning as this term has in 45 CFR § 164.501.
7. Privacy Rule – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.

8. Protected Health Information (PHI) – has the same meaning as this term has in 45 CFR § 160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
9. Required By Law – has the same meaning as this term has in 45 CFR § 164.501.
10. Secretary – shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.
11. Security Rule – means the Security Standards for protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
12. Unsecured Protected Health Information – shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the § 13402(h) of the HITECH Act.
13. Any prospective amendment to the laws referenced in this definitional section prospectively amends this agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.

B. Obligations and Activities of Business Associate

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
2. Business Associate agrees to employ administrative, physical, and technical safeguards meeting required Security Standards for business associates as required by law to prevent disclosure or use of PHI or EPHI other than as allowed by this Agreement.
3. Business Associate agrees to mitigate, to the extent practical, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of PHI or EPHI not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI and EPHI.
6. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
7. Business Associate agrees to provide to an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
8. After the date that Covered Entity informs Business Associate that Covered Entity has implemented an Electronic Health Record, Business Associate shall provide, in response to request from an individual, an accounting of all disclosures the Business Associate made in the past six years of the individual's PHI.
9. Business Associate agrees, at the request of Covered Entity, to provide Covered Entity (or a designated of Covered Entity) access to Protected Health Information in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR § 164.524.
10. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFT § 164.526 at the request of Covered Entity or an Individual, in a prompt and commercially reasonable manner.

11. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created, or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.
12. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
13. Business Associate agrees to promptly notify the Covered Entity of any breach of any "unsecured PHI" of the Covered Entity in its possession, but in any event no later than sixty (60) days of the occurrence of the breach as required by Section 13402(b) of the American Recovery and Reinvestment Act of 2009 and any subsequent amendments and resulting regulations.

C. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information, as follows:

1. On behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Business Associate may use PHI to report violations of the law to appropriate Federal and State authorities consistent with 45 CFR § 164.502(j)(1).
4. Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

D. Obligations of Covered Entity

1. Covered Entity shall provide Business Associate with a copy of its Notice of Privacy Practices and notify Business Associate of any changes or limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFT § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done

by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI as set forth in Section C (Bullet 2)

5. Covered Entity will inform Business Associate of any opt-outs exercised by any individual from marketing and/or fundraising activities, to the extent that it knows of any such opt-outs exercised by any individual from marketing and/or fundraising activities pursuant to 45 CFR § 164.514(e).

E. Term and Termination

1. Term of Agreement:

The Term of this Agreement shall be effective as of the date given at the top of Page 1 herein, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause

Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time frame specified by Covered Entity.
- Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination

Except as provided in paragraph E (5) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

4. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5. State Law: If state law applicable to the relationship between Business Associate and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.

6. Consideration: Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

F. Miscellaneous

1. Interpretation – Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or HITECH Act.
2. Amendment – The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
3. Regulatory References – A reference in this Agreement to a section of the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended.
4. Survival – The respective rights and obligations of Business Associate under Section E (3) of this Agreement shall survive the termination of this Agreement.

Notice to Covered Entity

Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Greater Erie Community Action Committee
 18 West 9th Street
 Erie, PA 16501
 Attention: Georgia Del Freo, Vice President of Operations

G. Notice to Business Associate

Any notice required under this Agreement to be given to Business Associate shall be made in writing to:

Agency: _____

Address: _____

City, State Zip: _____

Attention: _____

IN WITNESS WHEREOF and acknowledging acceptance and agreement for the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

Title: GECAC Chief Executive Officer

Signature

Date



BUSINESS ASSOCIATE:

Title: _____

Signature

Date



WORK EXPERIENCE WORKSITE MASTER AGREEMENT



Agency/Business Name: _____

Address: _____

County: _____ Phone: _____ Email: _____

Maximum number of Job Positions covered by this agreement: _____

Total weekly available hours at this site: _____

Participant Job Title(s): _____ Work Experience Job Participant(s) Immediate Supervisor(s): _____

Agreement Period: _____ to _____

You must attached a Job Description to this Agreement.

The Youth Job Order is attached and becomes part of this agreement. It is agreed that, as a Work Experience Job Worksite/Project, our responsibilities to the Greater Erie Community Action Committee (GECAC) and the work experience job participants will be:

1. To provide meaningful and challenging work experience for youth under our supervision. These assignments should be relevant to the assigned task(s) as stated on the youth job order.
2. To provide adequate supervision by supervisors who are knowledgeable of the Summer JAM program goals. At a worksite, the supervisory staff will consist of a minimum of one (1) supervisor per twelve (12) participants. Each supervisor must participate in Summer JAM orientation.
3. To maintain accurate time and attendance records for all participants assigned to the worksite. Participants are paid only for time worked. Participants are not paid for holiday, sick leave, vacation leave, or lunch breaks.
4. To post in a prominent place at the actual worksite, all required Federal and State postings in addition to copies of grievance procedures, antidiscrimination, and equal employment opportunity information.
5. To have available on-site emergency phone numbers and contact persons for all participants and to ensure that supervisors are aware of location of emergency listings.
6. To comply with the Federal, State, and Local Child Labor Laws and the Summer JAM program regulations.
7. To notify the lead agency of any participant problems, pending labor disputes grievances, or any conditions that may affect the performance of this agreement and to immediately report to the Lead Agency all accidents involving any participant.

The total number of work experience positions filled during the course of this agreement will be dependent upon (1) the positions available at the worksite offering appropriate and desirable activities for the specific youth available for placement; and (2) the type of work experience that has been identified for the specific youth through their goal planning.

The terms of this Master Agreement are contingent upon the receipt of Summer JAM funds and youth available for placement. This Agreement may be terminated at any time if sufficient funds are not received to sustain the length of the agreement or for any reason as determined by Lead Agency or Monitor.

This agreement is made and entered into between Greater Erie Community Action Committee (GECAC) and _____, program worksite, in _____ County.

Signed this _____ day of _____, _____
Day Month Year

Signature of Worksite Supervisor

Signature of Summer JAM Youth Counselor

Signature of Worksite Supervisor (if applicable)

Signature of Summer JAM Program Manager

Signature of Worksite Supervisor (if applicable)

Signature of WDS Budget Analyst

WORKSITE MASTER AGREEMENT ADDENDUM



Agency/Business Name: _____

Address: _____

_____ County: _____

All terms of the Worksite Master Agreement dated _____ will remain in effect unless modifications are clearly defined below.

Worksite Address (if changed): Street _____ City: _____

County _____

Position	Sun	Mon	Tues	Wed	Thurs	Fri	Sat

Signatures of additional supervisor: **Supervisors must receive orientation before signing this addendum.**

Print Name:

Signature:

Other changes or modifications:

Signed this _____ day of _____, _____
 Day Month Year

 Signature of Worksite Representative

 Signature of Worksite Representative (if applicable)

 Signature of Worksite Representative (if applicable)

 Signature of Summer JAM Youth Counselor

 Signature of Summer JAM Program Manager

 Signature of WDS Budget Analyst

SUPERVISOR CLEARANCES



Current ACT 33/34/FBI clearances are required for any supervisor tasked with supervision of a participating Summer JAM youth who is 17 years of age or younger. Clearances are not required if the participating youth(s) are 18 years of age or older. All Summer JAM Employers/Businesses/Agencies must complete this form regardless of age. If the Employer/Business/Agency is unsure of their participants age, please provide clearances, as the majority of participants are 17 years of age or younger.

OPTION 1: 17 Years of Age or Younger:

I, _____ supervisor of _____
Worksite Supervisor Name (Please Print) Name of Employer/Business/Agency

have provided proof to _____ that I have current ACT 33/34/FBI Clearances.
GECAC Representative

OPTION 2: 18 Years of Age or Older:

I, _____ supervisor of _____
Worksite Supervisor Name (Please Print) Name of Employer/Business/Agency

have verified that I will be supervising a Summer JAM Participant who is 18 years of age or older. I do not need to provide copies of current clearances.

Employer Representative Signature

Date

GECAC Representative Signature

Date

OCCUPATIONAL PRIVILEGE TAX INFORMATION



To collect the Occupational Privilege Tax from youth employees working at your agency, the following information is needed:

Is the Occupational Privilege Tax withheld in the tax district of the worksite?

_____ NO

_____ Yes. Please complete the following:

Name of Tax Municipality: _____

Payable to: _____

Address: _____

Telephone: _____