

Earn + Learn 2024 Employer Registration Checklist



Employer Registration packets should be submitted no later than
Employer/Business/Agency Name: _____

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

- ___ Work Experience Worksite Master Agreement
- ___ Employer Handbook Supervisor Receipt
- ___ Supervisor Clearance Form (for each supervisor, if applicable)
 - ___ Act 33 Clearance (for each supervisor, if applicable)
 - ___ Act 34 Clearance (for each supervisor, if applicable)
 - ___ FBI Clearance (for each supervisor, if applicable)
- ___ Job Description
- ___ Occupational Tax Informational Form
- ___ Business Associate Agreement (HIPAA)
- ___ Certificate of Insurance (listing GECAC as additionally insured/Certificate Holder)

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 Earn + Learn 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

- ✓ **Review and approve E+L participant/s time card/s on InSite (GECAC's electronic time card/payroll system)**
- ✓ **Participate in Employer Survey administered at the completion of the program by an evaluator**
- ✓ **Provide appropriate supervision, mentoring, and specific job training to assigned youth**
- ✓ **Maintain regular communication with Earn + Learn staff about progress, concerns, & successes**
- ✓ **Provide a Job Description outlining specific qualifications, duties, tasks and responsibilities along with any other pertinent job information**
- ✓ **Returning applicants sought by employers are required to be an applicant on the Tier 2 level, entailing higher duties**
- ✓ **All employers must maintain an electronic device (tablet, laptop, or desktop) on-site for the purpose of applicant clock-in and clock-out before and after shifts**
- ✓ **Participate in mandatory payroll training conducted by Gecac's payroll team**

Earn + Learn Work Experience Worksite Master Agreement 2024



Agency/Business Name: _____

Address: _____

County: _____ Phone: _____

Agreement Period: _____ to _____

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 is as follows:

1. To provide a meaningful and challenging work experience for E+L participants under our supervision. These assignments should be relevant to the assigned task(s) as stated on the E+L participant Job Order.
2. To provide adequate supervision by supervisors who are knowledgeable of the Earn + Learn program goals. At a worksite, the supervisory staff will consist of a minimum of one (1) supervisor per (12) participants. Each supervisor must participate in Earn + Learn orientation.
3. To maintain accurate time and attendance records for all E+L participants assigned to the worksite. E+L participants are paid only for time worked. E+L participants are not paid for holidays, 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 policies, and equal employment opportunity information.
5. To have available on-site emergency phone numbers and contact persons for all E+L 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 Earn + Learn program regulations.
7. To notify the lead agency of any E+L participant problems, pending labor disputes grievances, or any conditions that may affect the performances of this agreement and to immediately report to the Lead Agency all accidents involving any E+L participant.

Work Experience Worksite Master Agreement

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 Earn + Learn 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 **ERIE** _____ County.

Signed this _____ day of _____, _____.

Day

Month

Year

Signature of Worksite Supervisor

Signature of Program Manager

Signature of Second Worksite Supervisor (if applicable)

Signature of EWSS Budget Analyst

Earn + Learn Employer Handbook & Clearances

Agency / Business Name: _____

Employer Handbook

I received the Earn + Learn Program handbook on _____ from a GECAC Representative. I understand that it is my responsibility to review the Employer handbook in its entirety.

Name: _____

Date: _____

Supervisor Clearances

Current Act 33/34/FBI Clearances are required for any supervisor tasked with supervision of a Earn + Learn participant who is **17 years of age or younger**. Clearances are not required if the participant is 18 years of age or older. All Earn + Learn Employers/Businesses/ Agencies must complete this form regardless of the age of their E+L participant. 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.

- I prefer youths 17 years of age or younger (must obtain clearances)
- I prefer youth 18 years and older only
- I do not have an age preference (must obtain clearances)**

Once obtained, clearances are valid for 5 years.

Employer Representative Signature

GECAC Representative Signature

Date

Earn + Learn Job Description 2024

Agency / Business Name:

1. Maximum number of job positions covered by this agreement: _____
2. Total weekly available hours at this site: _____
3. Participant Job Title/s: _____
4. Work Experience E+L Participant/s Immediate Supervisor/s:

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

5. E+L Participants will work Inside _____ Outside _____ Both Inside/Outside _____
6. Is there a dress code or preferred style of dress required? (i.e. Scrubs, work boots, etc.)
7. Please provide a brief job description here of the duties the E+L participant will be performing on a day to day basis during their work experience. Please attach separately a more detailed description specifically listing qualifications, duties, tasks and responsibilities along with any other pertinent job information.

8. Please check all that apply
 Maintenance Customer Service Working with animals
 Office Work (typing, filing, mailing, etc.) Construction
 Mechanical
 Landscaping (lawn care & outdoor work) Law/Legal Healthcare
 Food Prep/Food Service Auto Work Manufacturing
 Retail (cashier, stocker, etc.) Tourism Childcare
 Housekeeping (vacuuming, cleaning, etc.) Cosmetology
 Other:

Please list any participants that you have identified for placement at your agency / business and Reason.

1. _____ 2. _____ 3. _____

(Reasonable efforts will be made to accommodate your request.)

REASON:

Earn + Learn Occupational Privilege Tax Information 2024

To collect the Occupational Privilege Tax from E+L participants working at your agency, the following information is needed: Is the Occupational Privilege Tax withheld in the tax district of the worksite?

_____ No ("Any person whose total earned income and net profits from all sources within the political Subdivision is less than \$12,000 for any calendar year in which the tax is levied is exempt from the Payment of the tax for the calendar year.")

-----Yes

Name of Tax Municipality:

Payable to: _____

Address/Phone: _____

GREATER COMMUNITY ACTION COMMITTEE
Earn + Learn
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 Associate.

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 service 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 ("HIPPA") 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 acknowledgment 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 performances 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 (E PHI) - protected health information that is stored or transmitted by electronic media, as that term is defined by 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 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 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 Health & Human Services.

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 requirement 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 or Protected Health Information in accordance with 45 CFR § 164.528.
7. Business Associate agree to provide to an individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered
8. 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.
9. 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 all the individual's PHI.

10. 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.
11. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity or an Individual, in a prompt and commercially reasonable manner.
12. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to and the use and disclosure of Protected Health Information received from, or created, or received by Business Associated 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 Rule17.
13. 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.
14. 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. Information for the proper management and administration of the Business Associate, provided that disclosure 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 instance 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 Agreement, Business Associate may use Protected Health Information to provide Data Aggregation to 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 pf Covered Entity in accordance with 45 CFT § 164.520, to the extent that such limitation may affect Business Associates 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 restrictions 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 individuals from marketing and/or fundraising activities pursuant to 45 CFR § 164.514(e).

E. Terms and Termination

1. Terms of Agreement: The Term of this Agreement shall be effective as if 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 destroyed 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:
 - a) 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.
 - b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
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 sub-contractors 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 Associate 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. 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.
3. Survival - The respective rights and obligations of Business Associate under Section E (3) of this Agreement shall survive the termination of this Agreement.
4. 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 Rules or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

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

**Greater Erie Community Action Committee
18 West 9th Street
Erie, PA 16501
Attention: Nicola DiPlacido, 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 acknowledge 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: _____

2024 Summer Earn + Learn Worksite Employer Master Agreement

This Agreement is made and entered into between Greater Erie Community Action Committee and
(Company Name) _____

Beginning On The Date Of: _____

The term of the occupation will be six (6), thirty (30) hour weeks for a total of 180 hours. Full wages, appropriate taxes and insurance will be paid by GECAC for the first three week probationary period. After the successful completion of the probationary period, the employer agrees to contribute half of the participant's hourly rate while GECAC continues to provide for appropriate taxes and insurance.

The Employer agrees to provide a meaningful and challenging work experience for youth under their supervision. Assignments should be relevant to the outline task(s) as stated on the youth job order form.

PROBATIONARY PERIOD – All program participants selected for job placement will serve a probationary period. The probationary period will not exceed three weeks (50) percent of the length of the program, or 90 hours, whichever is shorter. During the probationary period either the participant or the Employer may terminate the participation Agreement by providing appropriate written and documented cause, by notifying GECAC in writing. The records for each program participant will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression, related instruction, and any disciplinary action taken during the probationary period. Any probationary participant evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program. After the probationary period this Agreement may be canceled at the request of the participant, or may be suspended or canceled by the employer for reasonable cause after documented due notice to the participant and a reasonable opportunity for corrective action. In such cases, the employer will provide written notice to GECAC and to the participant of the final action taken.

HOURS OF WORK – Participants will be restricted to allotted hours and to appropriate wage and hour laws. No participant will be allowed to work overtime. Employers must make allowances for participant participation in program sponsored activities.

PARTICIPANT WAGE PROGRESSION – Participants will be paid a progressively increasing schedule of wages during their participation based on their successful completion of the probationary period. Before a participant is advanced to the next level, the employer will complete a required evaluation to determine whether advancement has been earned by satisfactory performance. In determining whether satisfactory progress has been made, the employer along with the Youth Counselor will evaluate the work experience and related instruction records and reports. The progressive wage schedule will be an increase from \$8.25 / hour to \$8.50 / hour wage rate for tier one and from \$10.00/hour to \$10.50/hour for tier two. In no case will the starting wages of participants be less than that required by any minimum wage law which may be applicable. It is at this time that the employer agrees to begin contributing a minimum of half of the participants wages while GECAC continues to provide for the other half and appropriate taxes and insurance.

RELATED INSTRUCTION – Employers participating in tier one of the Earn + Learn Program are providing more than a job, they are helping to develop the future Erie County employee pool. Part of the

responsibility that an employer is required to accept as part of participation is to help teach and develop the soft skills required in the work place inclusive of communication skills, handling workplace conflict, appropriate work attire, work attitude, etc., all skills required and expected in today's job market. During the time of program participation, each participant is required to participate in training related to job seeking skills and career search. For each participant we expect and recommend no less than 1 hour of related activities per week of participation. These activities can be employer provided but course curriculum must be approved by GECAC. In such cases, the Employer will secure the instructional aids and equipment it deems necessary to provide quality instruction. Participants will be paid for hours spent attending related instruction classes. Any participant who is absent from related instruction classes, unless officially excused, will satisfactorily complete all course work missed. In cases of failure of a participant to fulfill the obligations regarding related instruction without due cause, GECAC will take appropriate disciplinary action and may terminate the participant Agreement after due notice to the employer and opportunity for corrective action. To the extent possible, related instruction will be closely correlated with the practical experience and training received on-the-job. GECAC will monitor and document the participant's progress in related instruction classes.

GENERAL INFORMATION POSTING – Employer shall post in a prominent place at the actual worksite, all required Federal and State postings in addition to copies of grievance procedures, anti-discrimination and equal opportunity information.

SAFETY AND HEALTH TRAINING –All employers will provide all participants with instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards 2012 WEF (Standards) Participants will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

SUPERVISION OF PARTICIPANTS –

1. All employers will adhere to all Federal, State and Local Child Labor Laws and the Earn+ Learn regulations.
2. The employer will have on-site emergency phone numbers and contact persons for all participants and ensure that supervisors are aware of the location of this listing.
3. The Employer will be responsible for the training of the participant on the job.
4. Participants will be under the general supervision of the Employer and under the direct supervision of whom they are assigned.
5. The supervisor, of the participant, designated by the employer, will be responsible for the participant's work assignments, and will ensure the participant is working under the supervision of a skilled employee.
6. Evaluation of work performance, and completion and submittal of progress reports to the employer will also be the responsibility of the participant's supervisor.
7. At a worksite, the supervisory staff will consist of a minimum of one (1) supervisor per twelve (12) participants. Each supervisor will participate in the Earn+ Learn orientation. No participant will be allowed to work without direct supervision.

8. Employers will comply with all labor laws and if working with youth under the age of 18 years, will provide to GECAC and keep on record all appropriate clearances (act 33, act 34 and FBI) required of supervisors and co-workers who have routine contact with minors. Routine contact is defined as “regular and repeated contact that is integral to a person’s employment responsibilities”.
9. The employer will notify the GECAC youth counselor of any participant problems, labor disputes or grievances pertaining to the assigned participant prior to any disciplinary action.

RECORDS AND SURVEYS –Each participant will be responsible to track and record their work hours via the GECAC payroll system. It is the responsibility of the participant’s designated supervisor to review and approve the participant’s time sheet via the GECAC payroll system and ensure its submission in a timely manner. In addition, each participant may be responsible for maintaining a record of his/her jobs skills / career development training and other related instruction and for having this record verified by his/her supervisor at the end of each pay period. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the participant, will be maintained by and will be the property of GECAC. Employers and participants will be asked periodically to complete programmatic surveys. It is the responsibility of the employer to complete all requested surveys in a timely manner and to help ensure all participants complete requested surveys also.

MAINTENANCE OF RECORDS- The employer will maintain for a period of one (1) year from the date of last action, all records relating to participants and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of participants, and records of participant job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available to GECAC on request.

AMENDMENTS OR MODIFICATIONS –This agreement may be amended or modified at any time by the Employer or GECAC provided the consent of all parties. Such amendment or modification will be initiated by or submitted to GECAC for approval prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each party to whom the amendment or modification applies.

ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE –GECAC will have full authority to supervise the enforcement of this agreement. Its decision will be final and binding on the employer and the participant, unless otherwise noted below. If a participant or employer believes an issue exists that adversely affects his/her participation in the program or violates the provisions of the program, relief may be sought through negotiations. GECAC will make such rulings as it deems necessary in each individual case and within ten (10) days of receiving the written notification.

TRANSFER / RE-LOCATION OF A PARTICIPANT - The transfer of a participant between employers or locations must be based on agreement between the participant, employer and GECAC.

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

TERMINATION: The terms of this agreement are contingent upon receipt of Earn+ Learn funds, youth available for placement and youth interest. This agreement may be terminated at any time if sufficient funds are not received or for any reason as determined by GECAC.

The [Local Sponsor Name] (aka: Employer) hereby adopts this Agreement on this Day of (Insert Month/Year).

Signature of Employer _____ Date: _____

Printed Name and Title: _____

Request for Taxpayer Identification Number and Certification

Pl. Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

| | | | |
|--|---|--|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. | | 4 Exemption code (if any) |
| | Individual/sole proprietor or single-member LLC U C Corporation S Corporation L I Partnership Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) li | only one of the CI Trust/estate 0. Do not check of the LLC is - member LLC that | (codes apply only to not individuals; see on page 3): Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | | Requester's name and address (optional) |
| 6 City, state, and ZIP code | | | |
| 7 List account number(s) here (optional) | | | |

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| Or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|-------------------------------------|-----------------|
| Sign Here | Signature of U.S. person It. | Date 10. |
|------------------|-------------------------------------|-----------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.