



Customized/Employed Worker Training Agreement—Agreement # _____

This Agreement is entered into between **CareerSource North Florida**, 705 E. Base Street, Madison, FL 32340, hereinafter referred to as **CSNF**, and _____, whose Tax ID Number is _____, and whose address is _____,

_____, the employer/training vendor, hereinafter referred to as **"Employer"**.

This Agreement is entered into for the purpose of providing Employed Worker or Customized Training in accordance with the Workforce Innovation and Opportunity Act:

- Applies to new or existing employees needing additional skills.
- Employer should provide the training outline and other pertinent information related to the training at the time of application. .
- The following are incorporated into and considered a part of this agreement:
 - o Customized/Employed Worker Training Application.
 - o State Assurances and Certifications.
 - o Request for Contract Extension (when applicable).

This agreement is valid from the date of execution until the training outlined is completed. The anticipated end date for this contract is _____. Any extension must be requested in writing using the Request for Contract Extension form.

Unit Priced/Performance Based

- Employer will be reimbursed _____ **percent** of the total training cost as indicated on the Training Application upon proof of training completion and invoice being submitted to CSNF.
- The requested reimbursement amount should reflect only the cost incurred for those completing the training.
- Each invoice should be accompanied by documentation showing the employer has paid for the training and proof they have met their grant match.

Identification of Trainees

- To be considered for an CEWT grant, an employer must be an active user of Employ Florida/CSNF recruiting services.
- Employer identifies prospective trainees.
- Individuals must complete CSNF paperwork and provide other documentation to participate in the WIOA program. CSNF staff will determine prospective trainees' eligibility to participate in the program. CSNF will notify the Employer of the training candidates' eligibility.
- Employer agrees not enter into training until after this agreement is completely executed and trainees enrolled into WIOA.
- **Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, as amended.**

Training

- Employer agrees to provide or contract with a provider to provide the training necessary for trainee to perform on the job.
- If the training is done by an employee or provider on-site, the trainer should be on-site with the trainee during the training period.

- If the trainer is a company employee, CSNF should be given a copy of the credentials proving their expertise on the matter being trained.
- Training should not be entered into until after this agreement has been fully executed.

Wages and Benefits

- Employer must adhere to collective bargaining agreements, which apply to positions filled by trainee hired under this agreement.
- **Trainees must be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.**
- **Employer agrees to maintain Worker's Compensation insurance for its trainee.**
- Employer must comply with local, State and Federal wage and hour laws.
- Employer agrees to adhere to CSNF grievance procedures if a complaint arises in connection with the trainee and the training.
- The training provider and employer should maintain written time and attendance records to document the days and hours of training for each trainee.

Payment

- Employer may invoice CSNF for _____ **percent** of direct training costs as approved in the CEWT application (which is incorporated into this agreement). CSNF may hold the final payment until after the employee-trainee has been retained for 30 days.
- Employer agrees to use the CSNF CEWT Invoice Form.
- Employer shall submit invoices accompanied by (1) a copy of the training provider's invoice to the employer, (2) canceled check, credit card statement or other documentation showing the invoice was paid, (3) each credential/certificate earned by the trainee(s) and (4) documentation showing the employer's required match for the grant has been paid. This may include but is not limited to the trainees' (a) timesheet(s) showing actual hours worked during the training and (b) cancelled check(s)/ACH payroll record in order to be paid, payment documentation for space rental, travel payments, etc.
- Invoices should be submitted within 30 days of the completion of training.
- Invoice will be processed once all documentation has been submitted.

Record Requirements and Retention

- **Employer agrees to keep all records related to the contract and program, including attendance and payroll records, for 5 years or in the case of a claim, litigation, audit, or monitoring finding, until the matter is resolved, whichever is later.**
- Employer agrees to maintain a written record of the wages and fringe benefits paid to each employee-trainee through the record retention period.
- **Employer agrees to provide access to the records related to the program to CSNF, state, and/or federal officials through the record retention period.**

Termination of the Agreement

- Either party may terminate this agreement upon thirty (30) days written notice to the other.
- CSNF may terminate this agreement without notice if the state or federal government terminates or reduces the funds which make this contract possible.
- CSNF may terminate this agreement immediately if it is found the Employer violated the terms and conditions of this agreement.
- CSNF may terminate and/or not renew the contract if Employer does not retain at least 60% of the trainees hired within a 12 month period. **It is expected that all employee/trainees be retained.**

Modification and Notice

- This agreement may be modified if both parties sign a written amendment.
- Funder may unilaterally amend this Agreement if there are changes in federal, state or local laws, rules, regulations, or policies.



Compliance with the Law

- The parties agree that this agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
- Venue for litigation regarding this agreement shall be in Madison County, Florida.
- Employer will comply with federal and state laws governing the CEWT Program.
- Employer will not encourage or discourage union activities. **If employees are unionized, this agreement has been entered into with their concurrence.**
- **Employer agrees not to engage trainees in sectarian activities or in the construction of sectarian facilities.**
- Neither Employer nor their representative may charge trainee a fee for the placement or referral of the trainee in a position funded by this Agreement.
- **Employer agrees that this program will not result in the displacement or reduction in hours of currently employed workers or impair existing contracts for services.**
- **No funds provided under this Agreement will be used to train an employee-trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee.**
- **If employer has relocated from a different area in the country and terminated employees in that location employer certifies that the date of execution of this agreement is at least 120 days after beginning business operations in the new location. Violations may result in damages pursuant to 20CFR667.268.**
- Employer certifies that trainees are not members of their immediate family or the immediate family of Employer's supervisory or management staff.
- Employer has not exerted any undue influence or engaged in conduct, which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Agreement.
- If employee-trainee is to be employed on construction or repair projects Employer agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."
- As applicable, Employer agrees to comply with the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," which requires that wages be paid to laborers and mechanics at a rate not less than the minimum wages specified by the Secretary of Labor and that wages be paid at least once a week.
- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

If agreement is funded with NEG, the following applies:

- o Employer may not place participants for whom wages and benefits are being reimbursed under this Agreement in any job in a casino or other gambling establishment, aquarium, zoo, golf course, or facility which would include an assignment at or near a swimming pool.
- o Employer will adhere to the Jobs for Veterans Act P.L. 107-288 which provides for a priority in accessing employment and training services for certain Veterans and their Spouses
- o None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.



Liability

- Employer agrees to hold and save CSNF, its officers, contractors and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, contractor or representative of the Employer.

Mutual Assurances and Special Provisions:

- CSNF reserves the authority to amend or modify this contract with written bilateral agreement of the Employer. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Employer's budget.
- Misrepresentation of information or documentation presented may require the repayment of all or a portion of funds issued. Provision of fraudulent documentation/ certification may result in state or federal prosecution.
- Mandatory changes in regulations, policies or laws will be unilaterally amended and will be effective upon receipt in writing.
- This agreement may be renewed after the initial period if such an extension is allowed for and approved under CSNF guidelines. Such an extension is contingent upon satisfactory performance evaluations and is subject to availability of funds. Terms and conditions of extensions shall be negotiated prior to effective date of any extension.
- By signing this Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, privacy rights of participants, and maintenance of records and other confidential information.

**CareerSource
North Florida**

Diane Head
Executive Director

Date

Date

705 E. Base Street | Madison, FL 32340

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p: 866.367.4758



Attachment A: STATE ASSURANCES AND CERTIFICATIONS

The employer assures and certifies that it will comply with the requirements of the Workforce Innovation and Opportunity Act or as amended and the regulations and policies promulgated there under. These are the grants which make the funds for this program available. Employer is also required to comply with Office of Management and Budget Circulars published by the federal Office of Management and Budget. These requirements have already been incorporated into the contract language.

In addition, the following provisions are included as a part of the CEWT contract:

- Compensation at the highest of federal, state and local minimum wage;
- **Health and safety standards established under the State and Federal law;**
- Workers' Compensation benefits;
- Benefits and working conditions at the same level of other employees in similar positions;
- Displacement of current employees;
- **Union concurrence (if applicable);**
- Infringement on promotional opportunities of current employees;
- Grievance procedures;
- Nondiscrimination;
- Prohibition on sectarianism.

Failure of the employer to accept or comply with changes, which affect the terms of this contract, shall be sufficient basis for termination.

A. The employer understands and agrees that verbal communication between the parties will not be accepted in any audit determination or other matter involving interpretation or the rules, policy directives, and regulations governing the implementation of program activities under this contract.

B. The employer shall establish and maintain records related to the program funded by this agreement in a manner which will allow expenditures to be traced to a source document.

C. The employer agrees that payments depend upon properly documented proof of performance benchmarks completed and/or allowable costs incurred in accordance with the terms of this contract. CSNF or its representatives may verify information reported on invoicing documents. THE SUBMITTAL OF FALSE INFORMATION MAY BE CONSIDERED AS FRAUD AND COULD RESULT IN THE IMMEDIATE TERMINATION OF THE CONTRACT.

D. Verification may be accomplished by on-site reviews of project operations; inspection and/or transcription of any and all project reports, documents, records; interviews with any beneficiary; or observations of any actions covered under the contract. This will be done as unobtrusively as possible.

**CareerSource
North Florida**

Diane Head
Executive Director

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Request for Contract Extension (CEWT) Agreement # _____

The afore numbered agreement will be extended upon mutual execution of this document by CareerSource North Florida and the Employer for a period of time ending _____. Reasons and circumstances leading to the request of this extension include the following:

At the time of this extension, there are or are not modifications to the agreement. Modifications are listed below:

If modifications are extensive, a new agreement should be signed.

**CareerSource
North Florida**

Deborah Cohn
Deputy Director

705 E. Base Street | Madison, FL 32340

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Date

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