



# Employed Worker Training Agreement

Agreement #: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Employer Contribution: \_\_\_\_\_

CareerSource Okaloosa Walton (CSOW) Contribution: \_\_\_\_\_

Training Title: \_\_\_\_\_

Number of Trainees: \_\_\_\_\_ Name of Training Vendor: \_\_\_\_\_

Training Start Date: \_\_\_\_\_ Training End Date: \_\_\_\_\_

Does your organization have any affiliation with the CareerSource Okaloosa Walton (CSOW) (i.e. member of Board of Directors or subcommittee; employee's family member is a CareerSource employee, etc.)

Yes  No, if yes, explain: \_\_\_\_\_

Budget Category	Total Estimated Cost of Training	Total \$ Amount to be Paid by CSOW	**Employer Match/In-Kind (Facility, books, training materials, Instructors, etc.)
Tuition/ Training/Course Cost			
Training Instructor Costs/ Trainer's Wages			
Tuition, Textbooks, Training Materials, etc.			
Training Equipment Purchase		EWT Award Cannot Fund	
Travel, Food, Lodging		EWT Award Cannot Fund	
Other Costs (describe in detail if you wish to propose that it be included in the award)			
Trainee Wages (Including benefits) – In-kind contribution if paid during training		EWT Award Cannot Fund	
<b>TOTAL</b>			

As the company representative, I agree to allow my designated number of employees (names attached) to receive specific training as authorized by our company. These employees require training to retain employment that allows for self-sufficiency. I agree to retain individuals that successfully complete the training program provided each employee continues to meet the company's performance standards.

I understand that each employee will be required to provide a complete application with support documentation (Employment eligibility, government ID, Military Service verification and/or provide a completed form I-9) within a week prior to the training start date. Funding for training is contingent upon verification of employee's eligibility and subject to change. I understand that follow-up information on the employment status (job title and salary) of participating employees is required and agree to provide this information quarterly for one year post training.

I understand that if any changes occur regarding training dates or number of attendees, I will notify CareerSource Okaloosa Walton (CSOW) contact in writing prior to the start date of the training.

Invoice/payment request with support documentation must be submitted within 30 days after the end of the training. If payment is not received within the required time, funding will be reallocated.

\_\_\_\_\_  
Company Representative Printed Name

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSOW Executive Director Printed Name

\_\_\_\_\_  
CSOW Executive Director Signature

\_\_\_\_\_  
Date

**ADDENDUM TO VENDOR AGREEMENT  
BY AND BETWEEN CAREERSOURCE OKALOOSA WALTON  
AND**

*(Employer)*

**CERTIFICATIONS AND ASSURANCES**

CareerSource Okaloosa Walton (CSOW) will not award federal workforce funds where the contractor has failed to complete the CERTIFICATIONS AND ASSURANCES contained in this attachment. In performing its responsibilities under the Grantee-Sub grantee Agreement, the contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR, Part 98 and 45 CFR Part 74)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Drug Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- D. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- E. Certification Regarding Environmental Tobacco-Smoke (42 U.S.C. 7181 thru 7184)
- F. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
- H. Certification Regarding Scrutinized Companies Lists section 287.135, F.S.
- I. Termination for Cause and for Convenience by the Non-Federal Entity (2 CFR Appendix II to Part 200 (B))
- J. Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505)

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency.
- 2. Have not within a three-year period preceding this Grant Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State, or local) transaction or Grant Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, they shall attach an explanation.

**B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying” available at: <https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF>, in accordance with its instructions.

The undersigned shall require that the language of this certification can be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all “sub recipients” shall certify and disclose accordingly. Additionally, the undersigned will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code (Byrd Anti-Lobbying Amendment). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. DRUG FREE WORKPLACE CERTIFICATION (29 CFR Part 98 and 45 CFR Part 82)**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR Part 94, the undersigned Contractor attests and certifies that it will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The contractor’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by paragraph (1) of this certification;
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Grant Agreement, the employee will:
  - a. Abide by the terms of the statement, and;
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying CareerSource Okaloosa Walton in writing ten (10) calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

**D. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title 1 of the WIA/WIOA, the Contractor assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L.93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L.101-336) prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

**E. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of Federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

**F. CERTIFICATION REGARDING PUBLIC CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform CareerSource Okaloosa Walton immediately upon any change of circumstances regarding this status.

**G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)**

As a condition of the Grant Agreement, Contractor assures that it will comply fully with the Federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242) provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by P. Law 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

**H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.**

If Grant Agreement is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statute Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Grant Agreement.

**I. 2 CFR Appendix II to Part 200 (B):** This Agreement/Contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include but are not limited to withdrawal of funding by the United States Congress, or the failure by the United States Congress to reauthorize program activities.

1. **Termination for Convenience:** The CareerSource Board or Employer may terminate this Contract upon thirty (30) days written notice to the other party. In the event of a termination for convenience, the Workforce Board shall be responsible for any outstanding allowable costs incurred up through the revised ending date of the Contract.
  
2. **Termination for Cause:** The CareerSource Board may terminate immediately the whole or any part of this Contract if the Employer fails to provide proper training or demonstrates a pattern of failing to retain trainees after they have completed the training. Failure to comply with any of the terms and conditions of this Contract shall constitute grounds for termination. Notice of Termination for cause must be posted by certified mail/return receipt requested and must specify and document the reason (s) for termination. The Employer shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.
  
- J. **Stevens Amendment:** This project is supported by the *Employment and Training Administration of the U.S. Department of Labor* as part of awards totaling \$ \_\_\_\_\_ with 0% financed from non-governmental sources.

**Signature page for the Addendum to Vendor Agreement by and between CareerSource Okaloosa Walton (CSOW) and \_\_\_\_\_ (Employer).**

**By signing below, Contractor certifies the representations outlined in parts A through H above are true and correct.**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company or Organization Name