

EMPLOYED WORKER TRAINING AGREEMENT NO. 2011-2012-EWT-

Parties	
WorkForce One Employment Solutions (WF1)	Name of Employer
	Tax ID #:
	Business Type: Corporation Business is licensed to do business in the State of Florida and in Broward County.
Notice Information	
Should be certified mail return receipt requested	
6301 NW 5 th Way, Suite 3000 Fort Lauderdale, Florida 33309 (954) 202-3846	
Term of the Agreement	
From: Enter Last Date Signed by the Parties	To: June 30, 2011
Signature Block	
WorkForce One Employment Solutions	
<p align="center">_____ Mason C. Jackson, President/CEO</p> <p>DATE: _____</p> <p>_____ Witness</p>	<p align="center">(Must be an Owner or Officer)</p> <p>Employer: _____</p> <p>DATE: _____</p> <p>_____ Witness</p>
_____ Witness	_____ Witness
Type of Agreement – Cost Reimbursement / Performance	
Purpose is to train (#) employees.	Employer will be paid \$ in accordance with the attached budget. (Exhibit A)
Employer is an independent contractor. This Agreement does not create an agency or employment relationship between employer and WF1.	\$ of the total amount due to employer will be withheld and paid only if (1) the performance described below and in the "Training" section of this agreement is met and (2) employer submits the required documentation described herein.
Employer may not assign the contract or subcontract their responsibilities without WF1's written approval.	The performance payment shall be pro-rated based upon individual employee performance.
This agreement represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, and agreements.	Employer shall be paid in accordance with Exhibit B cost breakdown of the \$ withheld for each employee up to (#) employees who are enrolled in the training, attend 100% of the training hours scheduled for them, successfully completes the training and is awarded a certificate as described herein. For each person less than # who does not participate in training, the amount of \$ shall be reduced as described in Exhibit B. Employer shall not be able to earn 100% of the funds withheld for performance or 100% of the funds awarded for training.
The following are incorporated into and considered a part of this agreement any conflict between these documents and the agreement will be construed in favor of this agreement. Employer's proposal Employee Training Plan(s) State Assurances and Certifications	

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The sections headings are inserted only for the purpose of reference

Identification of Trainees	Employer will identify prospective trainees who will be certified as eligible and registered into the WIA program by the WF1, One-Stop Operator prior to the start of training.
	The funds provided under this agreement are for the purpose of upgrading and augmenting the skills of (#) employees. Employer certifies employees need the training in order to retain their employment.
	Eligibility documentation must be submitted to WF1. The One-Stop Operator must complete an individual employability plan for each employee/trainee.
	The following eligibility information/documentation must be collected for each employee to be trained prior to training: (1) Employee Name (2) Social Security Number (3) Citizenship and address as indicated on a signed and completed I- 9 Form (4) Primary phone number (5) Date of Birth (6) Gender (7) Race (8) Ethnicity (9) Employee disability (10) Highest obtained education level (11) Veteran status (12) Welfare recipient status (13) Family Income (14) WF1 will determine selective service registration.
	Employer's immediate family members may not be employee/trainees.
	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	Employees will be trained in one or more of the subject areas listed in this section. Employer will provide the curriculum.
	Employees shall receive the following skills training: Course Name: The employees to be trained, the training, and # of hours/days each shall receive shall be in accordance with Exhibit B.
	Employees will be considered to have completed training when they have (1) completed the courses, and days/hours listed above and (2) have received a certificate or industry certification as applicable to the training provided.
	Contractor may use internal staff; educational institutions or certified instructors to provide the training this shall be specified prior to the start of training and shall be supported by the costs as budgeted.
	Employer must adhere to collective bargaining agreements, which apply to positions filled by employee/trainees hired under this agreement.
	Employer agrees to maintain Worker's Compensation insurance for its employee/trainees in compliance with Chapter 440, Florida Statutes.
	Employer must comply with local, State and Federal wage and hour laws.
Wages and Benefits	Employer agrees to adhere to WF1's grievance procedures if a complaint arises in connection with the training.

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Payment	Employer agrees to use the WF1 invoice form
	Employer agrees to maintain written time and attendance records to document the days and hours of training for each employee-trainee by using sign-in sheets for each course and each day during which training is provided. Sign in sheets must contain original signatures of the trainees.
	Payment to Employer as described on page 1 is conditioned on (1) the provision of the training (2) performance and (3) submission of documents to support costs incurred (4) submission of documents to support the required 50% match, (5) training attendance sign in sheets signed by participant/employees, (6) a copy of the certificate awarded to each employee for completing training and compliance with the terms and conditions of this Agreement.
	If WF1 is invoiced for employee time or time is used to meet required match, a copy of the signed time cards and hourly pay along with an explanation of the portion of time devoted to the contract must be submitted with the invoice. Employee payments may be documented by direct deposit receipts or cancelled payroll checks.
	If WF1 is invoiced for services provided by a 3 rd party, a copy of their invoice and a copy of the check or payment to the 3 rd party must be submitted.
	If WF1 is invoiced for purchases a copy of the paid invoice, the check number and a copy of the front and back of the cancelled check should be submitted.
	Any cost not included in the attached budget must be approved by WF1 through an amendment prior to Employer's incurring the cost.
	WF1 will not give Employer any advance payments.
	If fewer than the number of employees indicated on page 1 participate in the program, the total amount due Employer will be reduced proportionately.
	Contractor reimbursements will be limited to the amount of match incurred to assure that the fifty percent (50%) match requirement is met
	Invoices should be submitted monthly within 10 working days following the end of each month. The invoice must be accompanied by the documentation necessary to substantiate the expenses included in the invoice.
Match	Employer agrees to provide a minimum of 50% match for each dollar received
	Invoices must be accompanied by documentation of the required match.
	Match may not consist of other federal grant funds.
	Employer must provide WF1 with a plan detailing the expenses they estimate will be incurred in providing the training and which will be dedicated to the match prior to the start of training.
	Match may include employee wages while they are in the training. Match may also include other costs incurred in providing the training, which are not reimbursed by WF1. See OMB Circular A-87 and A-110/122 www.omb.gov .
Record Requirements and Retention	Employer agrees to keep all records related to the contract and program for 5 years or in the case of a claim, litigation, audit, or monitoring finding, until the matter is resolved whichever is later. Incomplete or incorrect entries in the books, and records, related to the program may be a basis for disallowance and recovery of any payment made to Employer.
	Employer agrees to provide access to the records related to the program to WF1 or its funders through the record retention period.
	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 be responsible for the actions of its representatives and employees including but not limited to delivery of services, maintenance of time, attendance and other records, invoices, and financial reports.

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Termination of the Contract	
	Either party may terminate this agreement for convenience upon thirty (30) days written notice to the other.
	WF1 may terminate this agreement if the state or federal government terminates or reduces the grants, which make this contract possible.
	In the case of early termination of the contract other than for cause costs will only be reimbursed up to the date of cancellation.
	WF1 may terminate this agreement if Employer has violated the terms and conditions of this agreement.
	Notice of termination will be made in writing to the other party at the address on page 1 of this Agreement.
Modification	
	This agreement may be modified if both parties sign a written amendment.
	WF1 may unilaterally amend this Agreement if there are changes in federal, state or local laws, rules, regulations, or policies.
Compliance with the law	
	Violations of this section may result in termination of this Agreement and Employer being required to return monies paid to Employer.
	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 Broward County, FL
	Employer represents that the execution of this Agreement will not violate the Public Entity Crimes Act, (Sec. 287.133, 287.017 Florida Statutes) nor has Employer committed an act defined by Section 287.133, Florida Statutes, or been placed on the convicted vendor list.
	Employer will comply with federal and state laws governing the EWT Program
	Employer will not encourage or discourage union activities.
	Employer agrees not to engage employee/trainees in sectarian activities or in the construction of sectarian facilities
	Employer warrants that they have not employed any person to solicit or secure this agreement for a commission, percentage, brokerage, or contingent fee.
	Employer agrees that this program will not result in the displacement of currently employed workers or impair existing contracts for services.
	Employer certifies that trainees are not members of their immediate family or the immediate family of Employer's supervisory or management staff.
	Employer agrees funds provided under this Agreement will not 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 or to infringe upon the promotional opportunities of a currently employed worker.
	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. Contractor shall not use any of the funds under this agreement to encourage, or induce the relocation of an establishment.
	Employer certifies that training funded under this Agreement shall not replace training, which would otherwise be provided by Employer.
	Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
Liability	
	Employer agrees to indemnify, and hold harmless, WorkForce One Employment Solutions, its officers, agents, servants, and employees against

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	<p>any and all claims, losses, liabilities, and expenditures of any kind, including attorneys fees, court costs, and expenses, and at WF1's option, defend or pay for an Attorney selected by WorkForce One Employment Solutions, for or on account of suits or damages of any kind caused by a negligent act or omission of Employer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement.</p>
<p>Insurance</p>	<p>To ensure the indemnification obligation, Employer agrees to maintain the insurance coverage detailed in this section for the term of this Agreement</p>
	<p>Insurance policies shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.</p>
	<p>Employer agrees to maintain a Comprehensive General Liability Insurance Policy which shall contain minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must include: (1) Premises and/or operations (2) Independent contractors (3) Products and/or Completed Operations for contracts (4) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement (5) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.</p>
	<p>Employer agrees to maintain Business Automobile Liability if individuals are being transported or are using their car to participate in the program other than driving to and from work/classes. Policies shall have minimum limits of \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.</p>
	<p>Employer agrees to have a certificate issued naming WorkForce One Employment Solutions, the WorkForce One Employment Solutions Council of Elected Officials and the BWDB, Inc., as additional insureds under their insurance policies and shall furnish certified copies of the Certificates of Insurance or endorsements to WorkForce One Employment Solutions upon contract execution.</p>
	<p>All policies must be endorsed to provide WF1 with at least thirty (30) days notice of cancellation and/or restriction.</p>
<p>HIPPA Health Insurance Portability and Accountability Act of 1996</p>	<p>Employer understands that WorkForce One Employment Solutions and/or their agents may have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event Employer is a covered entity or business associate and/or is required to comply with HIPAA, Employer shall fully protect individually identifiable health information as required by HIPAA and, if required the parties agree to execute a Business Associate Agreement for the purpose of complying with HIPAA. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. WORKFORCE ONE EMPLOYMENT SOLUTIONS hereby authorizes the President/CEO to sign Business Associate Agreements on its behalf.</p>