



MASTER EMPLOYER ON-THE-JOB TRAINING (OJT) AGREEMENT

Contract #: PY21-BAUSH-1

OJT is an “earn and learn” employment model where eligible participants may upgrade, retool and increase employability skills. OJT is a proven, evidence-based strategy that provides reimbursements to employers for the costs associated with skills upgrading and loss of production for the training of hiring new employees. OJT is a work-based training that provides WIOA-eligible participants occupational skills training essential to the performance of a specific job. The OJT provides reimbursement to the employer for up to 50% of the participant’s agreed upon wage rate for a stated number of maximum training hours not to exceed the reimbursement outlined in the participant training plans.

PARTIES TO AGREEMENT

Workforce Development Board of the Treasure Coast, Inc. d/b/a
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986
(866) 482-4473

Training Employer: <u>Bausch Enterprises</u>	
Address: <u>3171 E Waaker St, Stuart, FL 34997</u>	
Telephone: <u>(772) 220-6652</u>	Email: <u>todd@bauschenterprises.com</u>
Contact Person: <u>Todd Bausch</u>	

I. Total reimbursement to the employer shall not exceed: \$249,999.99

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II. The Employer agrees:

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- The OJT Participant training plan must be signed before or on the date the employee begins the training position.
- To train the employee to function adequately at the entry level of the occupation as it exists in the place of employment.
- To complete the evaluation progress report and submit at midpoint and completion of OJT.
- To hire the employee at the inception of the OJT Participant Agreement as a member of his/her regular work force and retain the employee at the conclusion of the agreement provided the employee functions adequately at the entry level.
- To the extent permitted by state law, the employer agrees to hold harmless and, if necessary, defend and indemnify CareerSource Research Coast, from all claims, liabilities, suits of any nature whatsoever arising out of, because of, or due to any breach related to the implementation of this contract.
- To provide Workers’ Compensation coverage for the participating employee(s).
- Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed.
- To submit a completed CareerSource Research Coast Reimbursement Invoice and support documentation, showing proof of payment to be reimbursed to include federal and state taxes withheld.
- Employer agrees to verify trainee’s continued employment after completion of the OJT.
- To compensate OJT participants at the same wage rates, including periodic increases, as trainees or employees who are in similar occupations by the same employer and who have similar training, experience, and skills. Wage rates must be in accordance with applicable law.

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III. CareerSource Research Coast agrees:

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- To ascertain the occupation for which the training is proposed is in demand in the local labor market.
- To assure the training time stated does not exceed the maximum time allowed for each occupation according to the job zones.
- To refer eligible trainees to the employer.



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IV. The Employee(s) will be instructed:

1. To notify the employer if he/she is going to be late or absent and request approval for all absences in advance except when resulting from illness.
2. To follow the supervisor's instructions and the job description, abide by current rules and regulations, be punctual, be neat in appearance, be cooperative with other employees, have or develop proper work attitudes, acquire good safety practices, and generally conduct himself/herself in a manner becoming a responsible employee.
3. To understand that every employee has the right to appeal any adverse action or decision.
4. To cooperate with the CSRC staff in the course of required follow up contacts regarding continuation of employment.

V. By law, this contract cannot exceed (12) calendar months. This contract will terminate on 6/30/2022

1. The assurances and certifications on the attachment(s) are made a part of this agreement by specific reference and the applicable provisions, requirements and guidelines contained within them shall be binding on the parties of this agreement.
2. This agreement is executed below on behalf of the parties by their authorized representative and can be terminated immediately by CareerSource Research Coast if violated.
3. This Employer OJT agreement covers all Participant OJT Agreements for July 1, 2021 through June 30, 2022.

VI. Reimbursement Guidelines

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1. Employer must submit their payroll schedule.
2. Employers must complete OJT Progress Report to document the days and hours of training for each trainee as well as their progress during the training period.
3. Employers are responsible, based upon their policies, for paid holidays, sick, vacation, or other leave time granted to trainee. CareerSource Research Coast can only reimburse for hours worked during the training period.
4. Any overtime pay will be the employer's responsibility, based upon their policies. CareerSource Research Coast can only reimburse at the agreed upon hourly rate. All hours worked will count towards the training plan hours.
5. Payments to trainees during the training must be made by check or Direct Deposit (ACH).
6. The payroll register or pay stub will be the record of wages paid to trainee and must be provided to CareerSource Research Coast in order for reimbursement to be made.
7. Employers must maintain trainee's timesheets and make available upon request by CSRC.
8. All required backup documents must be provided. Reimbursement payments will be made within 30 days of receipt of completed reimbursement request.
9. Acceptable documents required by finance are:
 - a) Completed and signed OJT Progress Report/Reimbursement Invoice showing rate of pay, number of hours worked, withheld taxes and trainee's progress during the training.
 - b) System generated payroll register or a copy of the pay stub showing pay period, hours paid, gross wages, deductions, and net pay. If the employer does not utilize a payroll system and issues manual checks, a copy of the canceled check (front and back) must be provided. In this situation, the employer must also provide a statement that indicates the employee was paid at the contracted rate per the OJT Training Agreement, paid the correct number of hours, and that all appropriate taxes were withheld.
 - c) *Note: Reimbursement will not be made if the required documentation is not submitted.*



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VII. Assurance and Certifications

This Addendum is part of the attached On-The-Job Training Agreement by and between CareerSource Research Coast (CareerSource) and Bausch Enterprises. In consideration of the mutual covenant and stipulations set forth in the agreement, the parties hereby agree as follows:

1. *COMPLIANCE WITH POLICIES AND LAWS*

The warranty of this Section specifically includes compliance by Employer and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Employer agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Employer will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements. As required under WIOA Sec.122 (h), 20 CFR 680.700-840, WIOA Sec. 134(c)(3)(A), the employer further agrees that the OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing; or aid in the filling of a job opening which is vacant because the former occupant is on strike or locked out in the course of a labor dispute or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

2. *CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS*

Employer certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. *NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS*

As a condition of funding from Client under Title I of the WIOA, Employer assures that it will comply fully with the following:

- A. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- B. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- C. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- D. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.



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- F. Section 188 of the Workforce Innovation and Opportunity Act (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 financially assisted program or activity.
 - G. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - H. Equal Employment Opportunity (EEO): The Employer agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
 - I. Employer 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 grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Employer makes to carry out the WIOA Title I-financially assisted program or activity. Employer understands that the United States has the right to seek judicial enforcement of this assurance.
4. *CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE*

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Employer shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Employer shall report any violation of the above to the contract manager. Energy Efficiency: The Employer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Employer will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Employer will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. *CERTIFICATION REGARDING LOBBYING AND INTEGRITY*

Employer shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Employer must, prior to contract execution, complete the Certification Regarding Lobbying Form. XX See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.



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6. *CONFIDENTIALITY*

It is understood that the Employer shall maintain the confidentiality of any information, regarding Client customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Employer shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Agreement may be divulged to Client or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Client. No release of information by Employer, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. *RIGHTS TO DATA/COPYRIGHTS AND PATENTS*

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: 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" and any implementing regulations issued by the awarding agency.

8. *MONITORING*

At any time and as often as Client, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Employer shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Employer's expense, at reasonable locations as determined by Client. Employer shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Client.

9. *PUBLIC ANNOUNCEMENTS AND ADVERTISING*

Employer agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Employer shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. *PUBLIC ENTITY CRIMES*

Employer shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Employer list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Employer, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Employer list.



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11. THE PRO-CHILDREN ACT

Employer agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

VIII: Right of Termination

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CareerSource Research Coast has the right to terminate this agreement if any of the following occurs:

- A. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- B. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- C. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. The hours worked by trainee consistently fall below 32 hours per week.
 - ii. Reimbursement invoices are not turned in according to payroll schedule on a consistent basis.
 - iii. Employer is not following the training plan.
 - iv. Fraudulent documentation has been submitted.
- D. Written notification of termination must be by registered mail, return receipt requested.

If Employer disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Employer shall be liable to the Board for damages sustained for any breach of this modified agreement by the Employer, including court costs and attorney fees, when cause is attributable to the Employer.

In instances where Employers/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.



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Employer Representative Signature: DocuSigned by:
Todd Bausch
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Employer Representative Print Name: Todd Bausch Date: 7/14/2021 | 10:10 AM EDT

Authorized CSRC Representative Signature: DocuSigned by:
Brian Bauer
81CEF86456304CC...

Authorized CSRC Representative Print Name: Brian Bauer Date: 7/8/2021 | 6:42 PM EDT

EMPLOYER ON-THE-JOB TRAINING (OJT) AGREEMENT-ADDENDUM

VII. Assurance and Certifications

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12. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.