

## Business Services Contract

### Section 1: Agreement:

The Business Services Contract is between, City of Powder Springs herein referred to as the “Employer” and CobbWorks, Inc. operating as WorkSource Cobb, herein after referred to as “WorkSource Cobb or WSC” to provide work-based learning services which present an opportunity to improve job and career options for our jobseekers through an integrated system that links diverse talents to our business partners.

### Section 2: Contact Information:

*Complete the contact information for the Provider and the Employer.*

<b>Provider:</b> WorkSource Cobb	<b>Contact Person:</b> Dorma Davis	<b>Telephone #:</b> [REDACTED]
<b>Provider Address:</b> 463 Commerce Park Drive Suite 100 Marietta, GA 30060	<b>Email:</b> [REDACTED]	<b>Fax:</b> [REDACTED]
	<b>FAIN #:</b>	<b>Contract Type:</b> ____ On-the-Job Training (OJT) ____ Incumbent Worker Training (IWT)
<b>Employer Name:</b> City of Powder Springs	<b>FEIN #:</b>	<b>UBI #:</b>
<b>Employer Address:</b> 3006 Springs Industrial Drive Powder Springs, GA 30127	<b>Contact Person(s):</b> Eric Meyer	<b>Email:</b> <a href="mailto:btanks@cityofpowdersprings.org">btanks@cityofpowdersprings.org</a> <a href="mailto:pconner@cityofpowdersprings.org">pconner@cityofpowdersprings.org</a> <a href="mailto:emeyer@cityofpowdersprings.org">emeyer@cityofpowdersprings.org</a>
	<b>Telephone #:</b> 770-943-1666	<b>Fax #:</b>

### Section 3: General Terms and Conditions:

#### **A. Period of Performance:**

The Contract shall be effective as of January 23, 2023 through June 30, 2025. The period of performance and/or the time required is limited for an individual to become proficient in the skills for which the training is being provided. Funding cannot be used retroactively and will only be reimbursement for training that occurs within the contract period. The Employer will not be reimbursed for trainees that do not complete the training.

#### **B. Funding:**

Funding for the services rendered as part of this Contract is provided by funds from the Workforce Innovation and Opportunity Act of 2014, as amended (herein referred to as “WIOA”) and/or other funding sources.

The Employer agrees that in the event that funds for carrying out the functions to which the contract relates are suspended or terminated in whole or in part, this Contract shall be terminated immediately without further obligation of WorkSource Cobb, except that WorkSource Cobb shall reimburse Employer for the previously incurred cost.

**C. Invoicing and Reimbursements for OJT and IWT:**

Payments to Employers shall be made upon the receipt of an invoice to WorkSource Cobb. Invoices, along with documents verifying the reimbursement for allowable expenses (i.e.: participant wages or training expenses) incurred during the period of performance, shall be submitted to WorkSource Cobb on a monthly basis or at the end of the training period (not both).

WorkSource Cobb reserves the right to withhold reimbursement of any cost, if determined, that said cost(s) are not allowable and/or incurred prior to the execution of the Contract. Failure to comply, may result in the repayment of all reimbursed funds and termination of this Contract. Invoices free of errors and/or omissions shall be processed within 30 business days after receipt. Final expenses must be reported thirty (30) days after training activities are completed or end date, whichever is the earliest end date of the program activity. All payments are contingent on the availability of funds.

**Note: On-the-Job Training (OJT) Program:** Reimbursements are given to the employer based on the employee wages at the rate of 50%-75% wage reimbursements (percentage is based on customer's needs/eligibility) for cost associated with providing training and/or additional supervision. The maximum reimbursement shall not exceed \$8,000 per participant. The Employer agrees to maintain all records, including application, notice of hire, time sheets, payroll records, invoices for wage reimbursement and other relevant financial records.

**Incumbent Worker Training (IWT) Program** provides reimbursement to the employer for training costs. The Employer must comply with the approved IWT Application requirements and training budget. The total to be paid to the Employer shall not exceed \$7,000 per trainee. Documentation submitted with the final budget include, but are not limited to, attendance records signed by the Instructor/Lead Trainer daily for trainees, and the Instructor/Lead Trainer's contact information and job title on the attendance sheets. Non-Federal share based upon the final budget needs to have supporting documentation or an explanation if it is considered as an in-kind contribution.

**D. Invoice Submission:**

1. Funding cannot be used retroactively and will only be reimbursed for trainings that occur within the contract period. Payments will not be made for unsuccessful completions.

**I. Invoice Submission:**

- Email invoices to Accounts Payable: [REDACTED]
- Mail invoices to Accounts Payable: [REDACTED]

- a. Attn: Finance Department  
463 Commerce Park Drive, Suite 100  
Marietta, GA 30060

**II. Cobb County Vendor Application/W-9 Form (Reimbursement Purposes):**

- Invoices are forwarded to Cobb County for payment after CobbWorks processing.

In order for any invoices and/or reimbursements to be processed through Cobb County Government, a vendor application must be completed, and W-9 submitted. Once completed, submit to WorkSource Cobb a copy of newly Created Vendor Number.

- b. Click link to create a Vendor Number:

<https://vendor.cobbcounty.org/webapp/VSSProd/AltSelfService>

W-9 is required from all vendors and must be received before payment can be issued.

**E. Training Duration:**

Employers cannot use any funds provided through this grant to replace, layoff or terminate any regular, unsubsidized employees from the same or any substantially equivalent job.

To determine the length of the training, consideration should be given to the skill requirements of the position, the academic and occupational skill level of the trainee, prior work experience, and the individual training plan. All parties agree that the maximum duration of covered training:

An Initial Training Plan must be completed by the employer for each trainee. The Specific Vocational Preparation (SVP) code of the O\*Net Online Occupational Guidelines Training Plan is utilized to develop Initial Training Plan. O\*NET Online Occupational Guidelines is utilized as a career exploration tool that includes detailed descriptions of industry-recognized positions and/or job titles. O\*NET link, <https://www.onetonline.org>

**Note:** Funds shall not be used for overtime wages, holiday, sick leave, vacation and/or bonuses.

**F. Certifications/Credentials:**

Trainees should receive (a) Industry Recognized Credential (b) Certificate of Completion, or (c) documented Continuing Education or College Credit upon completion of respective training. Employer agrees to provide to WorkSource Cobb with a copy of any certification(s) and/or credential(s) obtained during the training period.

**G. Participant Information/Program Documentation:**

All documentation relative to the development of participant's (trainee) employment and/or training plan should be maintained by the Employer. WIOA requires certain information be collected by the local area for each program trainee.

The Employer must ensure that all trainees have registered and uploaded program documents into the WIOA Participant Portal. The WIOA Participant Portal link, <https://www.atlworks.org/job-seekers/eligibility> Participant information will be reviewed and approved by WorkSource Cobb.

All employee documents submitted to WorkSource Cobb will be used for program eligibility determination, maintained for program records, and entered into a statewide system for data collection purposes.

**H. Follow Up Services:**

Program follow-up is critical to help ensure that program trainees have met the completion of training services and maintained employment. Activities relating to follow-up include contacting the trainee or an employer representative to secure information for the purpose of case file management in order to report program outcomes.

**I. Modification/Amendments:**

This Contract may be modified only by the execution of a written amendment signed by both parties. This Contract may be modified at any time prior to the last date of the Contract performance. No backdated or retroactive modifications will be allowed. Written modifications/amendments must be submitted immediately for signed approval prior to changes being made.

**J. Monitoring:**

Employer allows representatives from WorkSource Cobb and/or federal, state, and local governmental entities to visit worksites for the purposes of evaluating the program, counseling with participants, and monitoring safety requirements and working conditions.

Employer agrees that records (payroll, fringe benefits and personnel) are subject to review, monitoring, and audit by WorkSource Cobb, the State and/or the federal government, at any time and without prior notice to the employer.

**K. Termination:**

Either the Employer or WorkSource Cobb may terminate this contract for any reason by providing the other party with a 30-day written notice. Notice must be posted by certified mail, returned receipt requested. If through any cause, the Employer shall fail to fulfill its obligations under this contract, or if the Employer shall violate any of the covenants, representations or stipulations of the contract, WorkSource Cobb shall have the right to immediately terminate the contract by giving written notice to the Employer of such termination. The Employer shall be entitled to receive just and equitable compensation for allowable cost incurred in the performance of its duties under this contract until termination.

WorkSource Cobb shall promptly notify the Employer in writing of the determination and reasons for the termination, together with the effective date, such notice must be posted by certified mail, return receipt requested. Notice of termination may specify a later date, but provision of a later date shall not relieve the Employer of ultimate liability for any funds later determined to be unallowable. The Employer and WorkSource Cobb agree to all the terms set forth in this contract upon execution.

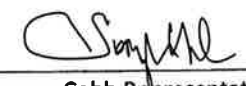
**L. Signatures**

The Employer and WorkSource Cobb agree to all the terms in this Contract requirements by signing below.

Company Name: City of Powder Springs

Company Name: WorkSource Cobb

BY:   
Employer Representative Signature

BY:   
WorkSource Cobb Representative Signature

Print Name: Albert Thurman

Print Name: Sonya Grant

Title: Mayor

Title: President/CEO

Date: 1/23/23

Date: 2.14.23

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**On-the-Job Training Program  
Appendix I**

**On-the-Job Training (OJT) Program:** The On-the-Job Training (OJT) Program is designed to reduce on-boarding and training cost for new, full-time trainees. The On-the Job Training (OJT) Program allows employers to teach new employees the occupational skills needed to perform a job and/or work task. During the training period, employers are reimbursed up to 50% of the employee wages for up to three (3) months.

In limited circumstances, the reimbursement may be up to 75% of employee wages if the employer meets one of the four criteria: 1) the employer must be a small business as defined by the Small Business Administration; 2) the OJT must lead to the participant's attainment of an industry recognized credential; 3) the participant must be determined to be an individual "with barriers to employment" as listed in WIOA § 3 (24), to include individuals who are long-term unemployed; or 4) the participant's job title must be on the state's in-demand occupation list. WorkSource Cobb will conduct an employer pre-award review prior to the execution of a Contract and/or the initiation of training approval of all Work-based Learning trainees.

**Contracts will not be written for seasonal, temporary or intermittent employment.**  
The Employer agrees to the following responsibilities and hiring requirements.

1. As mandated, the Employer shall only employ OJT Trainees that have been deemed eligible for WIOA program participation by WorkSource Cobb. OJT program approval must occur prior to the placement and/or hire date of the OJT Trainee. OJT placement shall not occur prior to the signing of this contract.
2. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract and make them available to the workforce area representative as requested.
3. The Employer agrees that the training provided will give the OJT Employee the knowledge and skills essential to the full working level for a typical worker performing those duties.
4. Training is provided by an employer to a paid trainee while engaged in productive work for a limited period of time. Trainees must work at least 35 hours to be considered full-time or 20 hours to be considered for part time employment.
5. The Employer ensures that employees under this agreement will not displace any currently employed workers (including partial displacement, such as by reducing hours or denying promotional opportunities, wages or employment benefits).
6. Employer shall provide wages, fringe benefits, insurance and worker's compensation coverage for the OJT trainee/participant at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. The minimum hourly wage for OJT participants is \$15.00 per hour.
7. The Employer agrees to maintain appropriate standard for health and safety in work and training situations.
8. Employer must provide comprehensive general liability insurance protection to Trainee.
9. The Employer agrees that no OJT employee can be employed when: (a) any other individual is on lay-off from the same or substantially equivalent job, or (b) the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring an OJT employee whose wages are subsidized under this agreement.
10. If OJT is provided to one of the Employer's current employees, the Employer verifies that OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Trainee

with additional wages, hours or benefits.

11. All records, books, papers or documents shall be retained for a period of six years from the date of termination of this Contract and available for inspection by federal, state and workforce area representatives. In the case of an audit or litigation, said documents shall be retained until all such actions are settled, even if the duration of which may extend beyond six years.
12. The Employer agrees that OJT employees may not be engaged in the construction, operation or maintenance of any facility used for religious instruction or worship.
13. The Employer ensures that no individual in a decision-making capacity engages in any activity, including the administration of the OJT contract supported by WIOA funds, if a conflict of interest, real or apparent, is involved. A conflict of interest may arise in the event of the employment under this OJT contract of any immediate family member (or partner) of an individual engaged in a decision-making capacity with WorkSource Cobb/Cobb Workforce Development Board, or the Employer. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, niece, nephew, stepparent, stepchild, grandparents and grandchild, or an organization that has a financial or other interest in the firm or organization selected for the OJT contract. In the event of a potential conflict of interest, the Employer must notify WorkSource Cobb, in writing, of the instance. No action regarding the individual may take place until approved by WorkSource Cobb in writing.
14. The Employer ensures that there will be no preferential treatment of a person or group of people over other people or groups in the workplace.
15. The Employer shall ensure that no person shall, on the grounds of race, color, sex, age, disability or national origin, be subjected to illegal employment discrimination. The employer will comply with the non-discrimination and equal opportunity provisions of Section 188 of the Workforce Innovation & Opportunity Act of 2014.
16. Except for serious violation(s) of Employer policies, the Employer will not dismiss a training participant without first providing notice to WorkSource Cobb and allowing for counseling and corrective action. In the case of dismissal for serious violation(s), Employer will notify WorkSource Cobb on the first working day after dismissal.
17. The Employer agrees to comply with Georgia law regarding worker's compensation insurance for all OJT employees. Information on how to comply with Georgia laws is found at: <http://sbwc.georgia.gov>.
18. If the Employer does not have an established employee grievance procedure, the Employer agrees to abide by the procedure provided by WorkSource Cobb.

#### Additional Terms:

- a) The Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
- b) OJT contracts are subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a hindrance of contract purpose. Such actions include but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.
- c) The OJT Contract will be issued for two (2) years of the executed Contract, at which point, based on available funding as well as company performance, a new contract can be negotiated.
- d) Program monitoring is the responsibility of the OJT Provider. For program compliance, onsite monitoring of each participant must occur at a minimum, at mid-training and upon training completion. Monitoring will include the review of training activities, and fiscal/payroll records.

Employer Assurances:

- a. Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee/Participant at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in one event less than the higher rated specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law as referenced in WIOA sect. 181(a)(1)(A).
- b. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws) 29 CFR 37.38(b).
- c. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position 20 CFR 683.270.
- d. Employer assures that they have not been debarred or suspended regarding federal funding 29 CFR Part 97.35. Executive Order 12549, 29 CFR Part 98, Section 98.510.
- e. The Employer certifies that the business has operated at its current location for at least 120 days. If less than 120 days and the Employer relocated from another area in the U.S and individuals/employees were not laid off at the previous location as a result of the relocation.
- f. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing per 20 CFR 663.730.
- g. Employer certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Trainee's spouse per 20 CFR 667.200(g).
- h. Employer assures that the OJT Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship per 29 CFR 37.6(F).
- i. Employer assures that the OJT Trainee/Participant has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees (20 CFR 667.270).



**OJT Participant Training Plan  
 Initial Placement Evaluation**

OJT Employee Name:	Employer Name:
OJT Employee Phone No.:	Supervisor's Name:
OJT Employee E-Mail:	Phone No.:
Position Title:	E-Mail:
O*NET Code:	Reimbursement Rate: _____
Hire Date:	Hours per week: _____
Starting Hourly Wage: \$	Total Hours: _____
Training Period End Date:	OJT Total Reimbursement: \$
Participant Funding Category (Circle one) Adult Youth DW Other___	BSP Name:

<u>Initial Work Readiness Assessment</u>	<u>Initial Observation</u>	<u>Final Evaluation</u>
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	
	N/A 1 2 3 4 5	

Rating Scale for Skills: 1 = no basic understanding, 2 = very little understanding, 3 = basic understanding, with gaps, 4 = intermediate mastery of skill, 5 = fully functional of skill

_____ Supervisor Signature	_____ Date	_____ OJT Employee Signature	_____ Date
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**OJT Participant Training Plan  
 Final Placement Evaluation**

OJT Employee Name:	Employer Name:
OJT Employee Phone No.:	Supervisor's Name:
OJT Employee E-Mail:	Phone No.:
Position Title:	E-Mail:
O*NET Code:	OJT Total Reimbursement: \$
Training End Date:	BSP Name:
Current Hourly Wage: \$	
Continued Employment: <b>Yes No</b>	

<u>Final Work Evaluation</u>	<u>Initial Observation</u>	<u>Final Evaluation</u>
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
		N/A 1 2 3 4 5
<b>On-the-Job Training (OJT) Completion</b>		<b>YES NO</b>

**Rating Scale for Skills: 1 = no basic understanding, 2 = very little understanding, 3 = basic understanding, with gaps, 4 = intermediate mastery of skill, 5 = fully functional of skill**

Supervisor Signature	Date	OJT Employee Signature	Date
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**Incumbent Worker Training  
Appendix II**

Incumbent Worker Training (IWT) is designed to improve the skills of existing employees and the competitiveness of the employer by offering support with the costs associated with upskilling the employer's workforce. The training will allow employers to retain and promote effective employees or to avert layoffs. The employee must have an established employment history with the employer of at least six (6) months at the time of training.

The Employer agrees to the following:

1. Adhere to all conditions set forth in **ATTACHMENT A, Incumbent Worker Training Application**, and subsequent addendums which are labeled **ADDENDUM A, Incumbent Working Training Budget, ADDENDUM B, Incumbent Worker Training Roster** and **ADDENDUM C, Trainee Skills Gap/Training Plan** that were provided in the application and is subsequently made a part hereof.
2. Adhere to the WIOA requirements for paying the non-Federal share of the cost of providing the training. The non-Federal share provided by an Employer may include the amount of the wages paid by the Employer to a worker while the worker is attending training, equipment purchased for training, curriculum development costs, travel and lodging costs, etc. The Employer may provide the share in cash or in kind, fairly evaluated. Official payroll records, time and attendance sheets, invoices for equipment purchases, etc. must be utilized to determine the amount of the Employer's share of cost. The Employer Non-Federal share is dependent on the size of the Employer and shall not be less than:
  - 10 percent of the cost, for Employers with not more than 50 employees;
  - 25 percent of the cost, for Employers with more than 50 employees but not more than 100 employees; and,
  - 50 percent of the cost, for Employers with more than 100 employees.
3. Provide documentation that indicates Employer size. Employer size is based on the number of employees currently employed at the local operation where the incumbent worker training placements will be made. Employer size is determined by the number of employees at the time of the execution of the incumbent worker training contract. This applies to all Employers, including Employers with seasonal or intermittent employee size fluctuations.
4. Hold WorkSource Cobb, its officers, agents and employees harmless from any and all claims or any kind, including, but not limited to, costs and expenses, on account of any suits or damages, including death, sickness or injury to persons or property arising from or connected with the program described herein and/or the operations of the EMPLOYER, its agents, representatives or employees.
5. Comply with the requirements for debarment and suspension in accordance with Executive Order 12549 and 12689, 2 CFR 180 and the requirements for a drug-free workplace codified at 29 CFR Part 98.
6. Comply with all applicable Federal, State and local laws including but not limited to: The Workforce Innovation and Opportunity Act of 2014 and its implementing regulations.
7. Maintain records for the IWT trainees and make copies available including: (1) documentation of employment history to verify six months' employment history requirement; (2) accurate daily time and attendance records showing the date of each day in which IWT occurs and the hours of IWT per day; and (3) documentation of employer match including payroll records showing gross/net wages paid during the training hours. The Employer will retain all records pertinent to this Agreement for a period of seven (7) years from the end of the program year in which the Agreement ends. The aforementioned records will be retained beyond the seven (7) years if any litigation or audit is begun or if a claim is instituted involving the agreements covered by the records. Employer agrees to provide copies of the daily time and attendance records, payroll

documentation, and proof of unsubsidized employment within 30 days of the end of the month in which IWT occurs. Failure to provide the required documentation may result in forfeiture of the payment to the Employer.

8. Comply with Monitoring, audit and review of the progress of training and inspection and copy and/or authorized local, State or Federal representatives of any records, books, papers, and documents which relate to this Agreement for compliance with the terms of this Agreement. Should any findings arise that warrant an audit, WorkSource Cobb may employ an independent auditor to examine the Employer's records at the expense of the Employer. Such inspection may take place with or without notice at any time during normal Employer hours wherever the records are maintained; provided, the Employer does not maintain or relocate any or all of the records outside the county of employment or service provision. If this occurs, the Employer shall make them available, at its expense, either at some reasonable location in the county of employment or service provision, upon reasonable demand and notice. The Employer will be responsible for resolution of findings disclosed within the audit. The Employer will reimburse WorkSource Cobb for all unresolved audit exceptions associated with this Agreement. Failure to reimburse WorkSource Cobb for unresolved audit exceptions will result in making the Employer ineligible for future consideration for WIOA funding.
9. If the Employer does not have an established employee grievance procedure, the Employer agrees to abide by the procedure provided by WorkSource Cobb.
10. Participate in any follow-up efforts conducted by WorkSource Cobb or its authorized representative to evaluate IWT effectiveness.

The Employer further assures and certifies to adhere to the following provisions:

- a. 20 CFR 680.790 specifies that the training be conducted with a commitment by the Employer to retain or avert the layoffs of the incumbent workers trained.
- b. WIOA Section 134 (d) and 20 CFR Section 680.820 specifies that Employers participating in IWT are required to pay the non-Federal share of the cost of providing training to incumbent workers. The amount of non-Federal share depends upon factors such as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of training), the relationship of the training to the competitiveness of the Employer and employees and the availability of other Employer provided training and advancement opportunities. Employer non-Federal share is specified in the budget of the Incumbent Worker Training Application, previously submitted.
- c. 20 CFR Section 680.830 specifies that funds provided to EMPLOYERS for incumbent worker training must not be used to directly or indirectly assist, promote or deter union organizing.
- d. 20 CFR Section 680.840 specifies that WIOA funds may not be used to directly or indirectly aid in filling of a job opening which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling is otherwise an issue in a labor dispute involving a work stoppage.
- e. 20 CFR Section 683.260 specifies that WIOA funds must not be used for incumbent worker training for employees of any Employer or part of an Employer that has relocated from any location in the US until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing their job at the original location.
- f. 20 CFR Section 683.270 specifies that a participant in a WIOA program activity must not displace (including a partial displacement such as a reduction in the hours of non-overtime work, wages of employment benefits) any currently employed employee (as of the date of the participation).
- g. 20 CFR Section 683.270 specifies that a WIOA program or activity must not impair existing contracts for services or collective bargaining agreements. When the program or activity would be inconsistent with a collective bargaining agreement, the labor organization and Employer must provide written concurrence before the activity begins.

- h. 20 CFR Section 683.270 also specifies that a participant may not be employed in or assigned to a job if: (1) any other individual is on layoff from the same or any substantially equivalent job; (2) the Employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy created with the WIOA participant; (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers as of the date of the participation.
- i. 20 CFR Section 683.275 specifies that individuals employed in activities under WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same Employer and who have similar training, experience and skills.
- j. 20 CFR Section 683.275 specifies that individuals employed in programs and activities under WIOA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
- k. 20 CFR Section 683.280 specifies that health and safety standards established under federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and services under WIOA. To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants in program and activities under WIOA on the same basis as the compensation is provided to other individuals in the State in similar employment. Information on how to comply with Georgia law is available at <http://sbwc.georgia.gov>.
- l. WIOA Section 134 (d) states that Employers participating in IWT shall be required to pay for the non-Federal share of the cost of providing the training to incumbent workers of the Employers. The LWDBs shall establish the non-Federal share of such cost (taking into consideration such other factors as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training), the relationship of the training to the competitiveness of the Employer and employees, and the availability of other Employer-provided training and advancement opportunities.
- m. WIOA Section 181 (b) (1) specifies that no WIOA funds shall be used to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- n. WIOA Section 188 specifies that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under or denied employment in the administration of or in connection with any such program or activity because of race, color, religion, sex (as otherwise permitted under Title IX of the Education Amendments of 1072), national origin, age, disability or political affiliation or belief or solely because of the status of the individual as a participant in a program or activity receiving WIOA funds.
- o. WIOA Section 188 specifies that no participants shall be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily use for instruction or worship and are operated by organizations providing services to WIOA participants.
- p. 29 CFR 38.10 (d) (e) (f). As provided in 20 CFR §38.3(b), 29 CFR part 32, subparts B and C and appendix A, which implement the requirements of Section 504 pertaining to employment practices and employment-related training, program accessibility, and reasonable accommodation, have been incorporated by reference. Employers, employment agencies, or other entities covered by Titles I and II of the ADA should be aware of obligations imposed by those titles. See 29 CFR part 1630 and 28 CFR part 35. Similarly, recipients that are also Employers covered by the anti-discrimination provision of the Immigration and Nationality Act should be aware of the obligations imposed by that provision. See 8 U.S.C. 1324b.
- q. WIOA Section 194 (5) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under this title.
- r. WIOA Section 194 (13) Services, facilities or equipment funded under WIOA may be used, as appropriate, on a fee-for-service basis, by Employers in a local area in order to provide employment and training activities to incumbent workers – (A) when such services, facilities or equipment are not in use for the provision of services

- for eligible participants under this title; and (B) if such use for incumbent workers would not have an adverse effect on the provision of services to eligible participants under this title; and (C) if the income derived from such fees is used to carry out the programs authorized under this title.
- s. 2 CFR 200. No individual in a decision-making capacity will engage in any activity, including the administration of the IWT contract supported by WIOA funds, if a conflict of interest, real or apparent, is present. A conflict of interest may arise in the event that an employee under this contract is an immediate family member (or partner) of an individual engaged in a decision-making capacity with the LWDA, the LWDB, the Employer or an organization that has a financial or other interest in the firm or organization selected for the contract. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents, grandchild, half-brother, half-sister, first cousin or individual residing in the same household. In the event of a potential conflict of interest, the Employer will notify WorkSource Cobb in writing. The Employer shall agree by signing the Conflict-of-Interest Statement marked **EXHIBIT G**;
- t. The Employer must meet the provisions of the Georgia Security and Immigration Compliance Act (GSICA) by signing the affidavit attached hereto and made a part hereof.

WorkSource Cobb reserves the right to perform the following functions:

Conduct regular oversight and monitoring of its WIOA activities and those of its subcontractors in order to:

- Determine WIOA allowable expenditures;
- Determine compliance with provisions of the WIOA and WIOA regulations and other applicable laws and regulations;
- Provide technical assistance to subcontractors as necessary and appropriate; and
- Evaluate the effectiveness of training.

Reimburse necessary, reasonable and allowable IWT costs in accordance with **ADDENDUM A, IWT BUDGET** and as specified in **Compensation** above.

**EXHIBIT A**  
**DEBARMENT AND SUSPENSION CERTIFICATION**  
**Instructions for Certifications**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this document is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier participant covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but it is not required to check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this document.

City of Powder Springs

Typed/Printed Contracted Organization Name

Albert Thurman

Typed/Printed Name of Certifying Official

Albert Thurman

Signature

1/24/23

Date



**EXHIBIT B  
CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

1. 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 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.
2. 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, and officer or employee of Congress, or an 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," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. 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, U.S.C. 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.

City of Powder Springs  
Typed/Printed Contracted Organization Name

Albert Thurman  
Typed/Printed Name of Certifying Official

Albert Thurman  
Signature

1/24/23  
Date

**EXHIBIT C**  
**CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS**  
**Instructions for Certification**

As the duly authorized representative, the contractor certifies that it will provide a drug-free workplace by:

1. Publishing a statement, signed by the authorized authority, 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 violations of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the WFD in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected 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 convicted:
  - (i) 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; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violation of such prohibition.

**EXHIBIT C**  
**CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS**  
**continued**

8. Making a good faith effort that the Contractor and provider worksites maintain a drug-free workplace through implementation of paragraphs 1-7.

**Certification**

The undersigned agrees to the adhere to the aforementioned requirements.

City of Powder Springs  
Typed/Printed Contracted Organization Name

Albert Thurman  
Typed/Printed Name of Certifying Official

Albert Thurman  
Signature

1/24/23  
Date

**EXHIBIT D**  
**NONDISCRIMINATION AND EQUAL EMPLOYMENT ASSURANCE**  
**Instructions for Certification**

1. The CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
  - A. WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and 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 IB financially assisted program or activity;
  - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
  - C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - D. The Age Discrimination Act of 1975, as amended which prohibits discrimination on the basis of age;
  - E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
2. This assurance applies to the Contractor's operation of the WIOA Title IB financially assisted program or activity, and all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

City of Powder Springs  
Typed/Printed Contracted Organization Name

Albert Thurman  
Typed/Printed Name of Certifying Official

Albert Thurman  
Signature

1/24/23  
Date

**EXHIBIT E**  
**Non-Construction Programs**

As the duly authorized representative the Contractor certifies that this agency:

1. Has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA Title IB programs.
2. Will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA Title IB programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete work relating to financial and management information system reporting requirements within acceptable times frames.
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) all other laws incorporated into or referenced in the Workforce Investment Act of 1998, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.
6. Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;
7. Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), 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.
9. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profits Organizations.
11. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs.

**EXHIBIT E**  
**Non-Construction Programs**  
**continued**

**Certification**

The undersigned agrees to the adhere to the aforementioned requirements.

City of Powder Springs  
Typed/Printed Contracted Organization Name

Albert Thurman  
Typed/Printed Name of Certifying Official

Albert Thurman  
Signature

1/24/23  
Date

**EXHIBIT F  
WORK AUTHORIZATION CERTIFICATION (E-VERIFY)**

**Contractor Certification O.C.G.A. § 13-10-91(b)(1)**

By executing this certification, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **WORKSOURCE COBB** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

City of Powder Springs  
Typed/Printed Contracted Organization Name

47545  
Contractor's E-Verify User Identification Number

Albert Thurman  
Typed/Printed Name of Certifying Official

8/31/07  
Date Authorized to Use E-Verify

Albert Thurman  
Signature

1/24/23  
Date

**EXHIBIT G  
CONFLICT OF INTEREST CERTIFICATION**

The employer agrees that no individual in a decision making capacity will engage in any activity, including the administration of the Incumbent Worker Training (IWT) contract supported by WIOA funds, if a conflict of interest, real or apparent, is present. A conflict of interest may arise in the event that an employee under this IWT contract is an immediate family member (or partner) of an individual engaged in a decision making capacity with Cobb Workforce Development Board (WDB), WorkSource Cobb, or the employer.

Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents and grandchild, or an organization that has a financial or other interest in the firm or organization selected for the IWT contract. In the event of a potential conflict of interest, the employer must notify the Cobb WDB in writing.

City of Powder Springs  
Company Name

Albert Thurman  
Authorized Signatory

Albert Thurman, Mayor  
Printed/Typed Name and Title