

ASSURANCES AND CERTIFICATIONS

1. **OFFICIAL NOT TO BENEFIT:** No officer, employee or agent of ACDJFS and the Employer who exercises any function or responsibilities in connection with the planning and carrying out of the agreement, or any other person who exercises any functions or responsibilities in connection thereof, shall have any personal financial interest, direct or indirect, in the agreement. Employer shall take appropriate steps to assure compliance.
2. **TRANSFER AND SUB-AGREEMENTS:** This agreement shall not be assigned or transferred, and no service required hereunder shall be sub-contracted, either in whole or in part.
3. **CHANGES/MODIFICATIONS:** The ACDJFS may at any time, by written order, make changes within the general scope of this agreement. If any change causes an increase in the amount, or time required, an adjustment can be made to the agreement. No modifications to this contract effecting the length, value or scope of this agreement may be made unless agreed to in writing by all parties to this agreement.
4. **RESTRICTION:** No ACDJFS funds may be used for contribution on behalf of the trainee for retirement systems or plans. No currently employed worker shall be displaced by any ACDJFS trainee, such as reduction of hours, wages, or benefits. This agreement shall not impair existing contracts for services or collective bargaining agreements. There must be written concurrence of the labor organization and employer concerned. No trainee shall be employed in a position where there is another on lay-off in the same or equivalent job. No ACDJFS trainee shall infringe in any way upon the promotional opportunities of currently employed individuals. Employer agrees that all trainees will not be employed to carry out the construction, operation or maintenance of any facilities used or to be used for sectarian instruction or religious worship. ACDJFS funds may be used for the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIA participants.
5. **DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE:** Employer agrees to comply with the requirements of government-wide debarment and suspension, and government wide drug-free workplace requirements as codified at 29 CFR part 98.
6. **TERMINATION:** A.) Termination for cause: If the Employer fails to perform under this agreement or fails to make sufficient progress so as to endanger performance, ACDJFS may terminate this agreement, in whole or in part, upon written notice to the Employer. In the event of such termination, the Employer will be reimbursed for such training as has been properly performed in accordance with the reimbursement provision. Should it finally be determined that the Employer has in fact performed properly, then the termination will be treated as a termination for convenience. B.) Termination for convenience: ACDJFS, by written notice, may terminate the agreement, in whole or in part, when it is in the best interest of ACDJFS. In such event, the Employer shall receive full reimbursement, for the trainee terminated, no more than half the wages that were paid to the trainee prior to termination. C.) Termination for reduction of funding: In the event of a reduction by the Federal/State government in WIA funding, ACDJFS reserves the right to suspend or terminate this agreement, such termination or suspension to be given in accordance with the notice requirements of A) and B) above.
7. **TERMINATION OF TRAINEES:** Trainees shall not be terminated without prior notice to trainee and ACDJFS and reasonable opportunity for corrections or improvement of performance. Termination of trainees will be governed by disciplinary and grievance procedures approved by ACDJFS.
8. **INSPECTION:** ACDJFS representatives may at all times have access and the right to inspect the place of training of the trainees under this agreement when necessary to assure the progress and quality of the training to determine compliance with the agreement terms.
9. **INDEMNIFICATION:** The Employer agrees to hold harmless ACDJFS and the Allen County Board of Commissioners and its officers, officials, agents, and employees from any and all claims, actions, causes of action, judgement, liens, liabilities, sanctions and debt repayments arising out of the Employer's performance under this agreement.
10. **LOBBYING:** The Employer agrees to comply with the restrictions on lobbying which are codified at 29 CFR 93.
11. **NONDISCRIMINATION:** The Employer agrees to comply with the nondiscrimination and equal opportunity provisions of WIA section 188 and its implementing regulations found at 29 CFR 37. Complaints will be handled in accordance with the attached EEO brochure.
12. **NEPOTISM:** The Employer certifies that no WIA trainee will be placed in a position if a member of that person's immediate family is directly supervised by or directly supervises that individual. Immediate family relationships: Wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent and step-child, grandparent, grandchild, legal guardian, or other person who stands in place of a parent (loco parentis).

Signature _____

Date _____