

**TRUMBULL COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
ON-THE-JOB TRAINING CONTRACT
Workforce Investment Act of 1998 (W.I.A.)**

CONTRACT # _____

NAME OF TRAINEE _____ **SS#** _____

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the Trumbull County Department of Job and Family Services, hereinafter referred to as the TCDJFS and

_____ whose address is _____

_____ hereinafter referred to as the CONTRACTOR:

WITNESSETH:

Whereas the purpose of the Contract is to implement the training program described herein for which the TCDJFS has entered into an Agreement with the State of Ohio for the operation of the Workforce Investment Act of 1998 (W.I.A.).

NOW, THEREFORE the parties hereto do hereby mutually agree as follows:

SECTION 1: SCOPE OF SERVICES

The TCDJFS hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform all necessary services under this contract, per Exhibit 1 (Pre-Award Survey).

SECTION 2: TIME OF PERFORMANCE

- A. The length of the On-The-Job Training contract and the maximum payable is dependent upon the complexity of the training to be provided, experience and/or education level of the trainee, local limitations, and the availability of funds.
- B. The services of the CONTRACTOR are to commence on a date as determined by TCDJFS and the CONTRACTOR, in an approved and signed contract, but no sooner than _____ and shall be completed by _____, unless agreed to and modified.

SECTION 3: COMPENSATION AND DISBURSEMENT

- A. Payments to the CONTRACTOR are based on a percentage of wages paid to the trainee. This percentage shall not exceed 50% of the hourly wage being paid. Such payments are considered to be compensation for the extraordinary costs associated with providing On-The-Job Training, but exclude CONTRACTOR paid fringe benefits of any type, such as pay raises, incentive and/or piece work pay, holidays, vacation days, sick days, etc.
- B. TCDJFS shall pay the cost of services to the CONTRACTOR per Exhibit I and based upon invoices submitted once a month. TCDJFS will pay for all hours submitted on OJT invoices at the regular contracted hourly wage.

- C. Invoices shall be submitted and received at the TCDJFS office located at 150 South Park Avenue, Warren, Ohio 44481, ATTN: Fiscal Dept., no later than ten (10) working days after the invoice ending date. Nonadherence to this schedule may make this contract null and void.
- D. Funds may not be redistributed hereunder without approval of the TCDJFS and amendment of the Contract.
- E. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$_____ for all the services required.
- F. Subject to receipt of funds from the State of Ohio, W.I.A. Division, the TCDJFS shall make payment under this Contract.

SECTION 4: TERMINATION

- A. Contract termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract at any time prior to the date of completion.
- B. Termination shall be by one of the following methods:
 - 1) Termination for cause:

The TCDJFS may terminate any contract in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. The TCDJFS shall promptly notify the CONTRACTOR in writing of the determinations and the reasons for their termination, together with the effective date.
 - 2) Termination for convenience:

The TCDJFS or CONTRACTOR may terminate contracts in whole, or in part, when both parties agree that the continuation of the contract would not produce beneficial results commensurate with the further expenditures of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The TCDJFS shall allow full credit to the CONTRACTOR for the Federal share of the noncancellable obligations, properly incurred by the CONTRACTOR prior to termination.
- C. In the event of termination of this contract, the CONTRACTOR shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performances of the contract. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TCDJFS for damages sustained by the TCDJFS, by virtue of any breach of the Contract, by the exact amount of damages due the TCDJFS from the CONTRACTOR, it is agreed upon or otherwise determined.

SECTION 5: TERMS AND CONDITIONS

- A. In the event of any modification, termination or other amendment to the Workforce Investment Act of 1998, either by the Act of Congress or administratively by the President of the United States, the TCDJFS reserves the right to terminate or otherwise modify this Contract at its option, notwithstanding any other provision of the Contract.

- B. At any time during normal business hours and as often as the TCDJFS, State of Ohio, DOL and/or Comptroller General of the United States may deem necessary, there shall be made available to the TCDJFS, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the TCDJFS, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Contract.
- C. The CONTRACTOR agrees to hold harmless the TCDJFS for ineligible costs and insures that TCDJFS shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the CONTRACTOR agrees to indemnify and hold harmless TCDJFS and insure that TCDJFS shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the CONTRACTOR shall be responsible.
- D. At the direction of TCDJFS, the CONTRACTOR shall establish such procedures and reporting requirements as are necessary. The CONTRACTOR shall invoice TCDJFS in accordance with TCDJFS' current invoice guidelines. It is hereby mutually understood and agreed that the administration and professional implementation of all W.I.A. Programs is the responsibility of TCDJFS. As such, the implementation personnel of the CONTRACTOR shall perform the required services of this Contract at the direction and instruction of the U.S. DOL, State of Ohio, and the W.I.A. Program Administrator of the TCDJFS.
- E. The CONTRACTOR and TCDJFS may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon between the TCDJFS and the CONTRACTOR, shall be incorporated by written amendment to this Contract.
- F. The CONTRACTOR shall not assign any interests in the Contract without prior mutual agreement between the CONTRACTOR and TCDJFS and written amendment to this Contract.
- G. All trainees hired through this OJT Contract are considered employees of the CONTRACTOR as of the date of hire and that they are entitled to all rights and benefits normally provided to employees of the CONTRACTOR.
- H. Appropriate Workers' Compensation shall be provided to all trainees by the CONTRACTOR.
- I. The CONTRACTOR shall assure that appropriate standards for health and safety in work and training situations are maintained.
- J. The CONTRACTOR assures that no former employee is on layoff in the same or similar position as the position for which this OJT Contract is being written and approved.
- K. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
- L. No trainees may be hired, under this OJT Contract, who are members of the immediate family of either the CONTRACTOR or TCDJFS Administration or staff.
- M. Trainees shall be provided wages, benefits, and working conditions at the same level to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage.

- N. No funds may be used to assist in relocating the CONTRACTOR's company or parts thereof from one area to another, especially if said relocation results in a loss of employment at the original location.
- O. CONTRACTOR assures compliance with all applicable business licensing, taxation, and insurance requirements.
- P. CONTRACTOR assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment and upon successful completion of this OJT Contract.
- Q. The CONTRACTOR agrees to adhere to the rules and regulations of the Workforce Investment Act of 1998 and as amended.
- R. No trainee hired under this Contract shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, political affiliation, or solely because they are participating in W.I.A. under this Contract.
- S. The CONTRACTOR will comply with all applicable Federal, State and Local laws, rules and regulations which deal with or are related to the employment of persons who perform work or are trained under this Contract.
- T. Both parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.
- U. The CONTRACTOR shall agree to attempt to resolve disputes arising from this Contract through administrative processes and negotiations in lieu of litigation. The CONTRACTOR ensures performance during disputes.
- V. The CONTRACTOR accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
- W. Both parties to this Contract ensure that no funds under this Contract shall be used for lobbying activities.
- X. The CONTRACTOR certifies that it and its principles are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Y. Both parties to this Contract ensure that their officers, employees and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Contract.

SECTION 6: COLLECTIVE BARGAINING UNIT CONCURRENCE (If Applicable)

- A. The CONTRACTOR shall ensure that no activities, work or training under this Contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services. The CONTRACTOR further ensures that nothing under this Contract shall impair any aspect of an existing collective bargaining agreement, except that no program funded by W.I.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the CONTRACTOR and the affected labor organization.

- B. No funds received from this Contract shall be used to either promote or oppose unionization.
- C. Is the occupation included in this Contract subject to a collective bargaining agreement? Yes ____
No ____.

If yes, concurrence of the Collective Bargaining Unit with the OJT Program and the prevailing wage rate is certified below:

Signature

Union Affiliation

Name and Title

Date

SECTION 7: ALCOHOL AND DRUG-FREE WORKPLACE

_____ discourages the use of controlled substances by its employees at any time.
_____ hereby acknowledges TCDJFS Alcohol/Drug-Free Policy which is attached hereto and marked "Attachment II" and shall hereby abide by the same.

SECTION 8: RETENTION OF RECORDS

The CONTRACTOR shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated form W.I.A.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in execution of the Contract as of the date first written above.

TCDJFS/WIA Representative

WIA Administrator/Supervisor

Witness

Contractor

Equal Opportunity Employer