



**1. Payments/Records**

(a) Payment will be made upon submission of properly certified training reports.

Worksite shall maintain time and attendance records sufficient to support all payments and maintain effective control and accountability over all funds, property and assets covered by the Agreement.

**2. Trainee or Employee Wages**

Hourly wages paid to eligible participants shall not be less than the federal minimum wage or the Agreement wage at any time. Workforce Development, Inc. (WDI) is not responsible for any overtime wages.

**3. Government Obligation**

It is hereby understood and mutually agreed that the federal government is not a party hereto and that no legal liability on the part of the government is inferred or implied under the terms and conditions of this Agreement. Any liabilities, legal actions, or other disputes as may arise under this Agreement are between the parties hereto and will be settled in accordance with the uniform commercial code of the state or such other manner as provided by state and local laws for the settlement of such matters.

**4. Unilateral De-obligation of Agreement Funds**

WDI reserves the right to terminate this Agreement upon the determination that conditions as necessary to said Agreement have not been or are not fully complied with, or upon the determination that an eligible participant is not performing at an appropriate level or is working in an improper activity. The Worksite may also terminate this Agreement with proper notice.

**5. Automatic Termination Due to Lack of Funds**

In the event that WDI fails to receive funds from the federal or state government in whole or in part to implement this Agreement or funds are withdrawn or canceled by WDI, then this Agreement shall automatically terminate.

**6. Confidentiality of Participant Records**

The Worksite agrees to maintain the confidentiality of any information regarding enrollees or their immediate families obtained through forms, interviews, tests, reports from public agencies, counselors, or any other source. Such information shall be divulged only with the written permission of the enrollee or in accordance with law.

**7. Health/Safety and Child Labor**

The Worksite assures to the extent feasible under the Agreement that appropriate standards for health and safety in work and training situations will be maintained in accordance with Section 143 of the Act (P.L. 97-300), individuals under 18 years of age employed under this contract shall not be permitted to work in hazardous occupations as determined by the Fair Labor Standards Act.

**8. Misrepresentation of Information Liability**

If it is discovered the Worksite under this Agreement has provided erroneous information to WDI, he/she may be found liable for damages as a result of the misrepresentation.

**9. General Conditions**

The Worksite agrees to adhere to requirements of the Workforce Investment Act (WIA), and any applicable Department of Labor (DOL) and state laws, rules and regulations. Copies of the Acts and the regulations are available upon request from WDI. WDI, DOL, or Auditors of the Worksite shall make available for review all records pertaining to the operations of the program consistent with the maintenance and retention of records requirements. The conditions of the contract include, but a not limited to, the following:

- (a) No person shall be denied employment, excluded from benefits, or suffer discrimination under our program because of race, color, religion, citizenship, sex, national origin, age, handicap, political affiliations or belief, or citizenship.
- (b) Participants shall not be employed in building, operating, or maintaining any part of any facility which is used for religious instruction or worship.
- (c) No currently employed worker shall be displaced by any eligible participant. This includes partial displacement such as a reduction in the hour on non-overtime work, wages, or employment benefits.
- (d) No participant shall be employed or job opening filled while any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Agreement.
- (e) No funds may be used to assist in relocating establishments, or parts thereof, from one area to another unless the secretary determines that such relocation will not result in an increase in unemployment in the area of original locations nor in any other area nor shall funds received under this agreement may be used to promote or discourage union organizing or political activities.
- (f) No participants may be hired who are members of the employer's immediate family.
- (g) The Worksite agrees to notify WDI if any problems or material changes in the participant's employment occur.
- (h) The Worksite shall establish a grievance procedure. Any Worksite not having such a procedure may use the one established by WDI.
- (i) No fees may be charged to any participant for referral or placement in programs authorized by the Agreement.
- (j) The Worksite shall ensure that the participant is provided appropriate supervision, sufficient materials, and equipment to perform assigned duties and safe and healthy working conditions, and adherence to all applicable child labor laws.
- (k) The Worksite shall attempt to develop programs which contribute to occupational development, upward mobility, development of new careers and overcoming sex-stereotyping in occupations traditional for the other sex.
- (l) WDI or Auditors of WDI shall have the right to inspect training facilities, working conditions, and review all files kept by the Worksite which are pertinent to the participant.