

**INCUMBENT WORKER TRAINING CONTRACT
BETWEEN
CAREERSOURCE HEARTLAND
AND**

This Contract is entered into between the **Heartland Workforce Investment Board, Inc. d/b/a CareerSource Heartland**, 5901 US HWY 27 S, Suite 1, Sebring, FL 33870-2117, hereinafter referred to as **CareerSource Heartland**, and _____, the training worksite provider, hereinafter referred to as “**Employer**”.

This Contract is entered into for the purpose of providing Incumbent Worker Training (IWT) in accordance with the Workforce Innovation and Opportunity Act (WIOA), utilizing WIOA Adult funds, CFDA number 17.258.

The Employer agrees to:

1. Assist with determination of trainee eligibility. If certifying that I-9 documentation has been collected and is maintained and housed by the Employer and the participant record is selected for data validation or quality assurance review, the employer agrees to provide copies of, or access to, this data for review.
2. Provide Incumbent Worker Training to designated employees for the purpose of skills upgrade and job retention as outlined in Employer’s IWT Training Program Application and included herein by reference. Employees participating in this training will achieve the _____ Credential. Total number of employees to receive training under this Contract is _____. (See attached IWT Training Program Application).
3. Provide services for the period beginning _____ and ending no later than _____.
4. Match no less than dollar-for-dollar (50%) of the cost of training.
5. Be current on all state and federal tax obligations.
6. Abide by the Mutual Assurances and Special Provisions contained herein.
7. Receive reimbursement in an amount not to exceed \$ _____. Payment to be made as follows: \$ _____ upon documentation of successful completion of training and verification of receipt of credential(s) (if included), employment, and pre and post wage information for each participant. If any participant does not complete training or remain employed, the total amount of reimbursement will be adjusted to reflect only the costs associated with successful completers.

Upon completion of training of all participants, but no later than _____, Employer will submit an invoice to CareerSource Heartland (via the CSH Business Representative) for payment due under this Contract. Invoice will include amount billed (per participant if indicated) and total amount invoiced. Supporting documentation to be submitted with invoice includes verification of training provision and copy of credentials received, verification of employment and wage information, proof of invoiced costs, and proof of payment of invoiced and matched costs.

8. Provide follow-up information regarding employment, as requested.
9. Maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures for funds provided by CareerSource Heartland under this Contract, for a period of five years after conclusion of the Contract. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by representatives of CareerSource Heartland, state personnel of the Office of the Auditor General, Office of Comptroller, or other state personnel authorized by CareerSource Heartland.

Required Assurances:

1. Funds will not be used to aid in the filling of a job opening directly or indirectly which is vacant because the former employee is on strike or is being 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. Funds will not be used to directly or indirectly assist, promote, or deter union organizing.
3. Funds will not be used to displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) a current employee (as of the date of participation).
4. Funds will not be used to impair an existing contract for services or collective bargaining agreement, and no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
5. Funds will not be used to employ a participant in a job if any other individual is on layoff from the same or any substantially equivalent job, or the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy created with the participant.
6. Funds will not be used to create a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
7. Funds will not be used to encourage or induce relocation.
8. The business has not been debarred or suspended in regard to federal funding.
9. All WIOA funded programs and activities come under the purview of the WIOA Regulations, which prohibit lobbying activities of any kind.
10. Program participants cannot 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. Participants will not be involved in sectarian or political activities while participating in this program.
11. To abide by health and safety standards, including Child Labor Laws, established under state and federal law. Regulations otherwise applicable to working conditions of the employers' employees shall be applicable to the working conditions of the participants served under this Contract.
12. It is recommended that the business carry liability insurance coverage.
13. To hold harmless to the extent permitted by state law, and, if necessary, defend and indemnify CareerSource Heartland from all claims, liabilities, and litigation of any nature whatsoever arising out of, because of, or due to, any breach related to the implementation of this Contract.
14. To affirm that the policies of the employer are free of discrimination because of race, color, religion, sex, national origin, age, political affiliation, and disability; including compliance with non-discrimination and equal opportunity provisions of WIOA.
15. Funds will not be used to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
16. The training provided is designed to meet the special requirements of this employer to retain a skilled workforce or avert layoffs by assisting the workers in obtaining skills necessary to retain employment. This employer is committed to retaining or averting layoffs of the incumbent workers who successfully complete the designated training.

CSH Business Representative will:

1. Assist the employer in creating appropriate training proposals that qualify for Incumbent Worker Training.
2. Assist with determination of trainee eligibility.
3. Assist employer in receiving reimbursement by verifying that participant data, amount invoiced, and documentation of matching requirements are included with invoice prior to submitting to CareerSource Heartland for payment.

General:

1. As a federal and state-funded entity, CareerSource Heartland enters into this Contract pending availability of funds. Should these funds no longer be available, both parties agree that CareerSource Heartland shall be released from the terms and conditions of the Contract.
2. Either party may terminate this Contract upon written notification of termination, no later than fifteen (15) days prior to the termination date of the Contract. In the event this Contract is terminated, CareerSource Heartland will pay the Employer only for the services provided as stipulated in the foregoing terms of this Contract up to the date of termination.
3. CSH is to be notified if Contract terms vary from initial application at any time during the Term of this Contract as changes may affect final Terms of the Contract.

Mutual Assurances and Special Provisions:

CareerSource Heartland reserves the authority to amend or modify this contract with written bilateral agreement of the Employer. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Employer's budget.

Misrepresentation of information or documentation presented may require the repayment of all or a portion of funds issued. Provision of fraudulent documentation/ certification may result in state or federal prosecution.

Mandatory changes in regulations, policies or laws will be unilaterally amended and will be effective upon receipt by Employer of Amendment Modification.

This Contract may be renewed after the initial period if such an extension is allowed for and approved under CareerSource Heartland guidelines. Such an extension is contingent upon satisfactory performance evaluations and is subject to availability of funds. Terms and conditions of extensions shall be negotiated prior to effective date of any extension.

All terms, provisions, and agreements set forth in the related Incumbent Worker Application are hereby incorporated by reference with the same force and effect as though fully set forth herein.

By signing this Contract, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, privacy rights of participants, and maintenance of records and other confidential information.

CAREERSOURCE HEARTLAND

CAREERSOURCE HEARTLAND

Business Representative

President/CEO

Date

Date

Date