

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
TRAINING AGREEMENT

CONTRACT NUMBER ST-
RAPIDS VENDOR NUMBER

CONTRACTOR

SUBCONTRACTOR

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Authorized Representative Name: _____ Address: _____

Authorized Representative Name: _____ Address: _____
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I. Dates: Beginning _____ Ending _____ No. Weeks _____

Participant's Name	SS Number	Case Number

- II.
- a. Name or type of training _____
 - b. Number of weeks for complete course _____
 - c. Number of hours per week _____
 - d. Location of training facility _____
 - e. Person in charge of training _____
 - f. Training outline and narrative: (Use attachments if necessary)

III. Amount to be paid to Subcontractor shall not exceed \$ _____

IV. Itemization of Costs

V. Payment Schedule

Upon receipt of proper invoices, subcontractor shall be paid prorated monthly amounts as follows:

First Payment	\$ _____
Next _____ Payments	\$ _____
Final Payment	\$ _____
Total	\$ _____

In the event of training dropout, payment will be made up to and including last day of training.

- VI. TRAINING SERVICES: Subcontractor shall provide training on premises described herein and shall furnish and provide qualified instructions for the training program. Subcontractor will supply all necessary supplies, equipment, materials, clerical and all other services required for satisfactory training.
- VII. REPORTS: Subcontractor shall submit to the Contractor monthly reports on the participant's satisfactory progress and attendance as requested. Subcontractor will notify WV WORKS staff when participant is experiencing work related problems.
- VIII. CHANGES: Either party hereto may request changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or time required for performance of any part of this contract, an equitable adjustment shall be made in the contract price or training completion date(s), or both, and the contract shall be modified in writing accordingly.
- IX. TERMINATION: This agreement may be terminated by either party hereto immediately upon prior written notice to the other party.
- X. EXAMINATION OF RECORDS: The Subcontractor agrees to maintain and preserve records, **in accordance with W. Va. Code § 9-9-20**, relating to this contract for three years and agrees that the Contractor shall have access to and the right to examine records involving transactions related to this contract.
- XI. **IMMUNITY: Nothing in this contract should be deemed to abrogate or otherwise waive the provisions of the West Virginia Constitution providing for the immunity from the state from liability of any nature.**
- XII. LAWS APPLICABLE: Subcontractor will perform its duties in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and will comply with all applicable Federal and State laws, and this **contract shall be construed and interpreted according to the laws of the State of West Virginia**. The Subcontractor agrees that he will not discriminate against any trainee, because of race, creed, age, sex, color, or national origin or handicapped **and** this contract is subject to Title VI of the Civil Rights Act of 1964 and the regulations issued thereunder **along with other civil rights laws both federal and state**.
- XIII. INSPECTION: The Contractor's authorized representative may have access and the right to inspect the place of training of the trainees under this contract to assure the progress and quality of the training.

CONTRACTOR		SUBCONTRACTOR	
WV Dept. of Health and Human Resources		Name	
By	(Signature)	By	(Signature)
Title		Title	
Date		Date	