

## WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

### EMPLOYER INCENTIVE PROGRAM (EIP) AGREEMENT

I. WVDHHR Office: \_\_\_\_\_ Agreement No.: EIP-\_\_\_\_\_  
Address: \_\_\_\_\_ Client Name: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ SSN.: \_\_\_\_\_  
Authorized Rep.: \_\_\_\_\_ PIN No.: \_\_\_\_\_

II. Employer: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
FEIN: \_\_\_\_\_ Workers' Comp. No.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_

III. A. Effective EIP training dates: Beginning \_\_\_\_\_ Estimated Completion \_\_\_\_\_  
B. Employer's product or service \_\_\_\_\_  
C. Payment Schedule: Time Sheets must be completed and returned to the local DHHR Office by the fifth of the following month. EIP payments will be made monthly.

Occupation	SOC/DOT Code	Starting Hourly Wage	Number of Training Hours	Total Amount to be Paid

IV. The parties hereto, as shown in Section V, agree that the employer shall employ one trainee and provide all basic on-the-job training services in accordance with this Agreement. In consideration of services to be provided, the employer will receive a total fixed price in an amount not to exceed \$ \_\_\_\_\_ such amount to be pursuant to the terms and conditions set forth herein and the General Provisions attached which are a part of this Agreement. It is further agreed that the trainee in this program is certified as eligible by the DHHR Division of Family Assistance and that the employer may not subcontract the on-the-job training provided for under this Agreement and the hours of work shall conform to those customary to the occupation with a **minimum of thirty scheduled hours per week**. It is further agreed that the fixed cost for reimbursement to the employer provides for greater than average supervision and training and compensates for providing training for this position and assures the Division of Family Assistance of the intention to retain the trainee on a permanent basis upon successful completion of the training.

The employer will be required to submit a monthly time sheet in the format prescribed to the local DHHR Office.

This Agreement consists of pages 1 through 4.

V.

Name of Employer	WV DHHR Office
Signature/Date	Signature/Date
Title	Title
Trainee Signature	Date

VI. **PROGRAM DESCRIPTION**

A. Work Place Location and Person in Charge: \_\_\_\_\_

B. Statement of Employer's Need for EIP: \_\_\_\_\_

C. Job Description: \_\_\_\_\_

VII. **CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT**

Is the occupation in which employment is offered subject to a collective bargaining Agreement?

☐ YES ☐ NO

If yes, indicate the name, title, and union affiliation of the bargaining representative from whom concurrence to this Agreement was received.

Name and Title \_\_\_\_\_ Union Affiliation State \_\_\_\_\_ Date \_\_\_\_\_

VIII. **GENERAL PROVISIONS TO EIP AGREEMENT**

A. Law Applicable. The employer will perform the duties in accordance with **the regulations, procedures, and standards outlined by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and Chapter 9, Article 9, of the West Virginia State Code.** The employer will comply with all applicable Federal, State of West Virginia, and local laws, regulations which deal with, or are related to, the performance of this Agreement. The Agreement in no way relieves the employer of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

- B. Maintenance of Effort. The employer sponsored level of training in existence prior to initiation of this program shall be continued and shall not be reduced in level of effort in any way as a result of this Agreement, except for reduction unrelated to the provisions or purposes of this Agreement.
- C. Nondiscrimination. **The West Virginia Human Rights Act, West Virginia Code §5-11-1, the Americans with Disabilities Act (ADA) of 1990 and the Rehabilitation Act of 1973 apply to all programs established by the PRWORA of 1996 which established the Temporary Assistance for Needy Families (TANF) program. WV WORKS was established as a TANF program, and as such, the laws established under the Acts referenced above apply to WV WORKS.** The employer must agree that no individual served under this Agreement will be subject to discrimination on the grounds of age, race, creed, color, sex, disability and national origin. Civil rights disputes under this Agreement will be processed according to equal opportunity provisions established by the U.S. Department of Health and Human Services at 45 CFR Part 80 and to the extent applicable in compliance with Title VI of the Civil Rights Act of 1964 (78 Stat.252) and the regulations issued thereunder.
- D. Trainee Wages. Hourly wages paid to EIP trainees by the employer shall not be less than the following, whichever is higher:
1. The minimum rate required under the Fair Labor Standards Act (including any special rate provided by certification under Section 14 of the Act) to the extent that such Act is applicable to the trainee; or
  2. Any minimum rate applicable to the trainee and required under any Federal, State, or local law; or
  3. For trainees employed on federally funded or federally assisted construction projects, the prevailing rate as established by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended; and in addition.
  4. The minimum entrance rate for inexperienced workers in the same occupation in the establishment, or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community.
- E. Treatment of EIP Trainees
1. The trainee shall be treated no less favorably than other employees in similar occupations in the establishment.
  2. Trainees under the EIP Agreement are entitled to the same benefits as all other employees, including paid holidays, annual and sick leave, health benefits, established wages increases and Workers' Compensation. All legal holidays which fall within the Agreement period and for which other employees are paid shall be considered days in which training occurred for purposes of reimbursement.
  3. The employer agrees to maintain the confidentiality of any information regarding WV WORKS trainees or their immediate families which may be obtained through trainee forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainee, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Agreement and to persons having responsibilities under the Agreement, including those furnishing services to the project under subcontract.
  4. EIP trainees, while the Agreement is in force, will not be terminated without prior notice to the trainee and reasonable opportunity for corrections or improvement of performance, as

well as notification of the local DHHR staff by the training facility.

F. Audit and Records

1. The employer shall maintain records sufficient to support all payments and, upon request, shall make such records available to the DHHR staff and/or to the Federal Government.
2. The employer shall preserve and make records available until the expiration of three years from the date of the final payment under the EIP Agreement, or for such longer period, if any, as is required by applicable statute, or by other clauses of this Agreement. If the Agreement is partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any final statements.

G. Examination of Records and Facilities. The employer agrees that the Secretary of the U.S. Department of Health and Human Services and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine, any directly pertinent books, documents, papers, records, and facilities of the employer involving transactions related to this Agreement.

H. Covenant Against Contingent Fees. The employer warrants that no persons or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide establishment commercial or selling agencies maintained by the employer for the purpose of securing business. For breach or violation of this warranty, the Family Support Specialist staff shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the negotiated price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

I. The employer agrees not to hire any immediate family members of a present employee or owner who has management responsibilities. The term "Immediate Family" members means wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

J. Failure by either party to comply with responsibilities outlined in the Agreement may be cause for immediate termination of the Agreement.

K. Waiver and breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed and agreed to by the designated representatives of the parties and attached to the Agreement