Westmoreland-Fayette Workforce Development Board

On-The-Job Training Policies and Procedures Manual

On-the-Job Training Program Guidelines
Of the Workforce Innovation and Opportunity Act
Revised 06/09/2025

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Purpose of the On-the-Job Training (OJT) Program

On-the-Job Training (OJT) is one of the allowable program activities authorized by the Workforce Innovation and Opportunity Act (WIOA).

OJT is conducted by a private employer. It occurs while an individual is engaged in productive work learning the skills and information necessary for full and adequate performance on the job.

The two unique features of an OJT program are:

1. The individual begins training as a new employee or an incumbent worker begins training for a new position.
2. The individual receives training at the workplace, under appropriate supervision, thus acquiring occupational skills and knowledge in an "on-the-job" training environment.

An OJT program is appropriate for employers who have difficulty filling their skilled labor force needs with qualified, experienced workers, or who want to upgrade their current workforce. Employers may use an OJT in these instances by training eligible WIOA clients. Reimbursement is provided to the employer to pay for the extraordinary costs of such training because these costs exceed the expenses normally incurred in training individuals normally hired for the position.

Despite the benefits to employers who participate as an OJT Employer, the focus of the OJT program is on the individual. OJT is designed to provide an opportunity for WIOA eligible individuals to receive the training necessary to acquire skills and knowledge that will enable them to maintain unsubsidized employment and job advancement.

When administered correctly and operated properly, OJT provides the most direct opportunity for unsubsidized employment for WIOA clients.

Employer Incumbent Worker Training (IWT) Policy

The purpose of this policy is to articulate how Incumbent Worker Training (IWT) training funds are to be administered under the Workforce Innovation and Opportunity Act (WIOA).

This policy applies to all WIOA participants who will participate in IWT.

References:

- *WIOA Section (3) (44)*
- WIOA Section 134(c) (3)(h)
- 20 CFR 680.530
- 20 CFR 680.780-820
- PA Dept. of L&I (WSG) 6-2015

Definition of Key Terms:

An "Incumbent Worker" provides both workers and employers with the opportunity to build and maintain a quality workforce and is governed by sections 20 CFR 680.780 through .820 of the Final Rule. IWT is designed to meet the needs of an employer or group of employers to retain a skilled workforce or avert layoffs. IWT is not permitted to be used to provide the occupational training of new hire needs.

IWT can be used to either:

1. Help avert potential layoffs of employees, or
2. Obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees.

Eligibility Requirements:

Participant Eligibility: For an individual to qualify for IWT:

1. Enroll with PA CareerLink® Westmoreland County at Youngwood, PA CareerLink® Fayette County, or PA CareerLink® Alle-Kiski WIOA programs.
2. Have an employment history with the employer of six months or more (includes time spent as temporary or contract worker). Must document employment history in contract.
3. Benefit of skills gain (retain employment or avert lay-off)
4. Current wage is below Pennsylvania average wage ($24.00 hr.)

Employer Eligibility: Potentially eligible employers able to participate in IWT contracting include: private-for-profit businesses, private non-profit organizations. An employer will NOT be eligible to receive WIOA IWT training reimbursements if:

1. The employer has any other individual on layoff from the same or substantially equivalent position.
2. The IWT would infringe upon the promotion of or displacement of any currently employed worker or a reduction in their hours.
3. The positions are for seasonal employment.
4. The employer is a private for-profit employment agency, i.e., temporary employment agency, employee leasing firm or staffing agency.
5. WIOA IWT contracts shall not be made with employers who have previously exhibited a pattern of failing to provide IWT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
6. WIOA funds may not be used in conjunction with PA WEDnet program.

Occupational Eligibility: IWT dollars must be used on High Priority in-demand Occupations which lead to employment opportunities enabling the participant to become economically self-sufficient and which will contribute to the occupational development and upward mobility of the participant.

At the time of completion of the IWT program, individuals must be employed in occupations that meet the following criteria:

1. The occupation must be a full-time permanent position following the training (minimum of 30 hours per week) at current or higher wage.
2. Fill jobs vacated by workers who are moving into more advanced positions in the company with other WIOA participants.

Incumbent Worker Training Length: The maximum time frame for an IWT is 6 months. Duration of an IWT is a function of training needed, NOT the maximum allowed under this policy. Staff should consult with the employer and utilize Occupational Information Network's (ONET) Specific Vocational Preparation Range (SVP) to determine the appropriate occupational training needed. Using the SVP provided by ONET, the following duration times are recommended in addition to the participants past skill and experience.

WIOA Incumbent Worker Training Funding Levels: Employers participating in Incumbent Worker Training are required to pay the non-Federal share of the cost of providing training to their incumbent workers, per the sliding scale outlined below.

The Non-federal share provided by an employer participating in the Incumbent Worker Training program may be provided in cash or in kind and may include the wages paid by the employer to a worker while the worker is attending the incumbent worker training program. The non-federal share is determined by employer size:

1. 50 or fewer employees = 10% of the cost of training for the employer
2. 51 and more employees = 50% of the cost of training for the employer

Employer size is determined by the number of employees at the time of the execution of the Incumbent Worker Training contract.

Employer Requirements: Preference in funding will be given to employers who have already used PA CareerLink® services. With assistance from staff, participating employers must guarantee that:

1. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. This will include UC coverage where the employer is normally required to provide such coverage to its employees.
2. The position provides the participant benefits per company policy (i.e., insurance, paid leave, profit sharing) other than those required by law.
3. The training to be provided will be in accordance with WIOA 181(a)(1)(A) and 683.275 for wage and labor standards. Worker protection requirements are set forth in WIOA Sections 181(a) (1) (A) and (B), (b) (2), (3), (4) and (5) and 188.
4. The employer agrees to cooperate with monitoring efforts as required by WIOA legislation and adhere to all other applicable local, state and federal rules and regulations.
5. Funds are not used to directly or indirectly assist, promote or deter union organizing.
6. The employer agrees to respond to PA CareerLink® Westmoreland County at Youngwood, PA CareerLink® Fayette County, or PA CareerLink® Alle-Kiski staff requests for wage and retention information of participants.
7. The employer commits to retain the trained employees for a period of a minimum of six months following the completion of training. Failure to do so will result in the employer being ineligible to receive further training funds for a period of one year.
8. If the participating employer(s) has recently relocated, resulting in the loss of employment of any employee of such business at the original location in the U.S., incumbent worker training contracts may not be granted to the employer until after 120 days have passed since the relocation.

OJT Programs and Policies

Reimbursement to employer: 50% of employee wage rate up to 40-hours per week, not to exceed three (3) months or 520 hours of total training hours.

OJT contracts will serve Westmoreland and Fayette County Residents with no employer geographic restrictions. Westmoreland-Fayette County employers can receive OJT contracts for out-of-county residents with prior approval from the Westmoreland-Fayette WIB.

Employer Eligibility for OJT Programs

In general, employers are eligible to participate as an OJT Contractor/Employer if they have been unable to meet their skilled labor force needs through normal recruiting procedures. Employers selected as OJT contractors must meet the following program guidelines:

1. The employer must provide information such as their Federal Employer Identification number to demonstrate that they are a legitimate employer, with full-time employees, and conducting their trade or business at an appropriate worksite.
2. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
3. The employer must not utilize an OJT contract to displace currently employed workers or to reduce the hours of those employed below their normal schedule.
4. An OJT contract cannot be written for a position in which a worker is currently on layoff or for a position that will deny any current worker promotional opportunities.
5. OJT must be conducted at the employer's place of business, or off site, under the supervision of the employer's personnel, and may not be subcontracted. Staffing firms are considered sub- contractors. OJT is written with the employer of record.
6. The employer must express that the individuals hired and trained under the OJT contract would not have been hired in the occupation specified in the absence of such a contract.
7. OJT contractors may not include employers who have relocated, either in whole or in part, if such relocation resulted in the loss of employment for any employee of the company at the original location.
    a. An establishment has relocated if any of its operations have moved from facilities located in one labor market area within the United States and its territories to a new or expanding facility in another labor market. As a rule, this restriction extends for a period equal to 120 days following the commencement or the expansion of the relocating company.
    b. The Westmoreland-Fayette Workforce Development Board has established a pre- award review process to verify that a new establishment is not relocating employment from another area. Procedures for completing this pre-award review follow. Reference is made to attachment Number 1, Pre-Award Review for Relocating Establishments.
8. Whenever there is an inquiry from a new employer that has relocated from another labor market area regarding the development of an OJT contract, the OJT Specialist will complete the Pre- Award Review form included with these procedures as ATTACHMENT NUMBER1.
    a. The purpose of this review is to ascertain whether the relocating employer has caused a loss of employment at its original location. The WIOA regulations require that a period of 120 days elapse before an OJT contract can be written. If the relocation has not caused unemployment, the Westmoreland-Fayette Workforce Development Board is permitted to develop a contract.
9. As a rule, no more than 33 percent of a company's workforce may be enrolled in OJT at any one time. Waivers to this policy may be extended where economic development circumstances such as major plant expansions or start-ups exist.
10. The training of an individual in circumstances where there is a sole proprietor may be allowed if the employer can demonstrate that sufficient training and supervision will be afforded the OJT Employee/Trainee. Any Employer with four or less employees may be considered for one trainee.
11. OJT contracts will be permitted with a company where current and/or past Workforce-Fayette Workforce Development Board members are employed, or otherwise have a financial or personal interest. The Westmoreland-Fayette Workforce Development Board Executive Director shall be informed about the type and number of these contracts.
12. OJT contracts may be also written in the public sector, non-profit sector provided there is a budget item for the position at the completion of the OJT contract.
13. You cannot use OJT funded trainees to replace employees laid off within six months prior to the date of your application.

14. Sec. 680.700 of the Workforce Innovation Opportunity Act, an employer must pay trainees the same rates as employees who are similarly situated in similar occupations, and who have similar training experience and skills. Trainees must also receive the same working conditions and benefits as those in similar employment. The anticipated reimbursement of wages must not be used to provide higher wages to trainees than employees in similar positions not covered by the OJT program.
15. If the employer was previously involved in an OJT training program or similar training activity, prior performance will be utilized to assist in determining contract approval. The specific criteria to be used are as follows:
    a. The employer will provide information regarding the status of participants trained under these contracts. This will include:
        i. The number of individuals who participated in programs; and
        ii. The number of participants who completed training and continued employment with employer.
        iii. If appropriate, the employer will be asked to provide a narrative to explain a lower retention rate of participants compared to other employees in a similar position. For example, participants may have quit voluntarily or may have been terminated for cause or unforeseeable changes in business conditions.
    b. In determining employer eligibility for multiple contracts, the following circumstances need to be considered:
        i. The employer has demonstrated "satisfactory performance" in previous OJT or other training programs.
        ii. For employers wishing to obtain more than 5 contracts within a program year, satisfactory performance will be measured by an employer retaining at least 80 percent of its trainees beyond the length of the OJT contract.
    c. If the employer has not exhibited a pattern of providing participants with long-term employment or comparable wage the employer will be disqualified from OJT program for one (1) year. After the one-year disqualification, the employer may again be evaluated for OJT program participation if a good faith effort has been made to correct previous problem.

Occupational Qualifications

In general, all occupations that require a period of significant training and instruction to acquire specific skills and knowledge are eligible for On-the-Job training. The following guidelines will determine occupations that are eligible for OJT.

1. The occupation must be one in which there is anticipated demand.
2. The position must not be intermittent or temporary. Temporary employment is defined as employment with a pre-determined end-date, or employment, which does not provide similar benefits as compared to regular employees.
3. The position must not involve compensation in the form of commission as the source of reimbursement to the OJT Employee/Trainee.
4. The position must not include political or religious activity.
5. The position must have career advancement potential.
6. The position must provide a minimum weekly number of hours totaling 30.
7. The position must provide an hourly wage of at least $13.00 per hour.

Job Seeker Eligibility

The participant must meet the current eligibility criteria as defined by the WIOA under the Adult, Dislocated Worker or Youth definitions. The individual must receive an IEP (Individual Employment Plan), which documents that an OJT is an appropriate activity. The participant should express an interest in the area of training and possess the ability and aptitude to learn the skills offered by the training program.

1. Job Seeker Recruitment and Assessment
   PA CareerLink® staff and/or contracted staff, i.e., The Private Industry Council is responsible for Job Seeker intake and referral and will evaluate the Job Seeker's appropriateness and job readiness for OJT.
   a. A Job Seeker is considered to be OJT-ready if he or she:
      i. Has identified an occupational area for which immediate employment is a realistic goal.
      ii. Has the interest and aptitudes necessary to begin an OJT position in a specific occupation.
      iii. Does not have significant prior experience and/or education in the occupational area for which OJT is being considered; and
   b. OJT will not be considered appropriate for individuals who are presently on temporary lay-off and are expecting to be recalled by their former employer.
   c. OJT is not appropriate for individuals awaiting other program activity participation (e.g., Classroom Training). OJT is not to be treated as a temporary program activity.
   d. It is the responsibility of the Employment Specialist to ensure that an appropriate and complete Individual Employment Plan (IEP) is prepared for every Job Seeker considered for OJT participation. All of the elements listed above must be contained on the IEP.
   e. The IEP not only assists in documenting activity but also provides the Job Seeker with an understanding of the WIOA training activities that he or she will progress through in order to eliminate barriers to long-term employment.
2. OJT Job Development
   a. Employment Specialist determines that an OJT position is an appropriate course of action for the jobseeker (and this determination is documented in the IEP). OJT development begins with the jobseeker and progresses through job development in which qualified employers are located and OJT contracts written. It is projected that the PA CareerLink® Business Services team will refer potential job openings to the Career Services team.
   b. In some instances, "reverse referrals" may be permitted. This may occur when a potential Job Seeker is referred to PA CareerLink® for eligibility and certification for OJT participation from an employer or other agency. This type of contracting will be permitted only when:
      i. The Job Seeker progresses through the intake process as would any other Job Seeker; The completed IEP indicates OJT is necessary for the Job Seeker to perform the work associated with the occupation; and
      ii. The prospective OJT Contractor/Employer meets all of the requirements contained in this Policies and Procedures Manual.
      iii. The practice of reverse referrals will be closely monitored to ensure that it is practiced as the exception to the normal procedures outlined above.
   c. The appropriateness of referrals to OJT positions must be substantiated by an assessment of the Job Seeker's needs, interests, education, and previous work history. In instances where the Job Seeker possesses previous work experience in the same or substantially similar job, the OJT Specialist will take such information into consideration when reviewing the training outline prepared by the employer and in determining an appropriate length of training time.
   d. The OJT will also take into consideration the education and previous training of the Job Seeker in evaluating the training design.
   e. OJT will not be allowed for Job Seekers who were previously employed by the prospective OJT contractor/Employer in the same or similar job.
   f. OJT will not be allowed in situations where an individual has been hired by the employer prior to the execution of an OJT contract, except for cases where the individual is deemed eligible and appropriate for OJT as an incumbent worker.

Determining Training Length

The allowable length of on-the-job training for an employer is based upon several guiding principles, including the following:

1. OJT training is provided in order to enable an individual to become skilled and knowledgeable while on-the-job and competitive with co-workers. It is not intended to necessarily last until the individual is 100 percent productive or proficient in the occupation.
2. The OJT training outline provided by the employer is one of the determinants for training length. It should be prepared by the employer in as much detail as possible. The OJT specialist may assist the employer in his or her development of the training outline.
3. Because OJT is primarily Job Seeker-focused, the individual's Individual Employment Plan (IEP) should document OJT as the preferred program activity for the Job Seeker and should contain a description of the skills, knowledge, education and work experience already possessed by the Job Seeker. The training outline must be developed in consideration of these factors.
4. In recognition of this, the Westmoreland-Fayette Workforce Development Board has established a review process used for each individual considered for OJT training.

a. The OJT Specialist completes the identifying information by recording the name of the OJT Employee/Trainee, the OJT Contractor/Employer and the job title for the occupation in which employment and training is to be offered.
b. The OJT Specialist determines the O*NET Job tile and code for the occupation.
c. The OJT Specialist determines the Specific Vocational Preparation (SVP) level associated with the O*NET Code. OJT training will be written for SVP of 4.0 or higher.
d. The OJT Specialist will then evaluate the OJT Employee/Trainee's previous work experience and education and training background to reduce the training hours.
e. In instances where the OJT Employee/Trainee has a disability that requires training time in excess of that required of an individual without such a disability, the OJT Specialist may determine that additional hours are justified and will contribute to the success of the OJT program.

5. Under no circumstances shall the amount of OJT reimbursement exceed three (3) months, 520 hours of total training hours.
6. The Westmoreland-Fayette Workforce Development Board will reimburse wages beyond 40 hours per week. However, total program training hours will be computed as though the Employee worked a standard 40-hour week. Reimbursement for more than 40 hours, when approved, will be at the regular contract rate without any adjustment for the overtime rate.

Training Outline

1. The employer is expected to complete the training outline utilizing the maximum hours allowable. The OJT Specialist will be expected to work with the employer to shape the training outline to the needs of the OJT Employee/Trainee. In this regard, the training outline will take into account the relevant skills, knowledge, experience, and education of the Job Seeker as documented on the IEP.
2. The training outline must clearly state the specific units of knowledge and skills, which will be required during the training period. It must list these skills and units of knowledge in the sequence in which they are to be taught and identify the approximate number of hours of training time to be devoted to each.
3. In addition, the training outline must identify performance standards that should be achieved for each skill and knowledge area and the performance criteria that will be used to evaluate the OJT Employee/Trainee's progress and achievement.

OJT Contract

1. The OJT contract must be executed prior to or within the first five days of the trainee commencing employment.
2. All OJT contracts must be reviewed and approved by either the Executive Director or supervisor representative of PA CareerLink®.
3. Signatures can be obtained by means of electronic or original signatures and are to be signed by both the employer and the Executive Director.
4. Once the OJT contract has been executed, it is to be distributed as follows:
    a. 1 fully signed contract to employer
    b. 1 fully signed contract the Westmoreland-Fayette Workforce Development Board permanent file
    c. 1 fully signed contract to the PA CareerLink® agency representative.
5. The contract submitted should include all forms in Attachment 3, Attachment 5.

OJT Contracts will serve Westmoreland and Fayette County residents with no employer geographic restrictions. Westmoreland and Fayette County employers can receive an OJT contract for out-of-county residents with prior approval from the WFWIB. An employer will be eligible to receive up to 50% reimbursement of employee's wages.

Termination Clause

The Westmoreland-Fayette Workforce Development Board will not reimburse any wages of a trainee or pay any related expenses of a trainee who is not retained beyond the first five days of employment with the contracted employer. The contract will be voided if the trainee resigns or is terminated prior to the 5th day of employment. If trainee resigns, or discharged, employer submits (Attachment 6).

A copy of the contract's general information sheet and the training outline is to be maintained in Job Seeker file.

OJT Contract Payments

1. Employers will be provided timesheets to submit for the trainee's wage reimbursement. The employer may submit timesheet on a monthly schedule.
2. Final claims for re-imbursement must be received within 10 days of the end of the contract.

Monitoring

1. In addition to the Westmoreland-Fayette Workforce Development Board's general oversight measures, which include periodic on-site service visits or phone calls to Employers, the Westmoreland-Fayette Workforce Development Board will also conduct on site compliance reviews of the OJT contracts.
2. On site or phone service visits are to be done by the OJT Specialist originating the contract or other designee of the Executive Director.
3. Service visit is to be conducted within 2 - 4 weeks of contract end date. Any additional phone or on-site visits shall be determined by the OJT specialist. Training length of program, employer and trainee involved should be the minimum considered when determining the number of visits. (Attachment 2)

Contract Modifications

From time to time, OJT contracts may require changes for which a formal modification is necessary. This section explains when such modifications are required, circumstances under which modifications may not be made, and the format and instructions utilized to prepare and execute these changes.

1. Types of Modifications
    a. Adding OJT Contract Slots
    b. Extending the End Date of the Contract
    c. Changes in signatories
2. Unallowable Modifications
    a. Modifications to change the scope of work under the OJT contract under the following circumstances are not allowed.
    b. Any changes in the contract, following the completion of the total training hours detailed in the Contract.
    c. To change the level of reimbursement to the OJT Contractor/Employer as a result of an increase in wages to the OJT Employee/Trainee. The OJT Contractor/Employer will continue to be reimbursed based on the original starting wage and for the original number of hours per week that the OJT Employee/Trainee was expected to work.
    d. To increase the number of contracted training hours for the OJT Employee/Trainee who originally started this program or his/her replacement.
3. Format and Instructions
    a. Only the format included in this section will be utilized to modify existing OJT contracts (Attachment 4).

Certificate of Achievement

1. Upon completion of an OJT Contract, the OJT Specialist shall prepare a Credential of Achievement (attachment 5.) indicating skills obtained by the OJT trainee during the training program.
    a. The certificate is to be signed by a representative of the employer.

Addendum:

Other grants or funding received may have special supportive service policies.

Attachments

Attachment No. 1

Pre-Award for Relocating Establishments

Pre-Award for Relocating Establishments

Date: _____

Establishment:
_____ Expanded Establishment _ Relocated

To:_____ (Name of Relocated or Expanded Establishment)

_____
(Former Name(s) of Relocated Establishment) (Street

_____
Address)

_____

_____
(City, State and Zip Code)

_____ _____
(Authorized Representative (Title)

From:_____
(Name of Service Delivery Area)

_____
(Street Address)

_____
(City, State and Zip Code)

_____ _____
(Authorized Representative (Title)

Workforce Innovation Opportunity Act (WIOA) prohibits On-the-Job Training with employers who have relocated their facilities, or portions of their facilities, until 120 days have elapsed since the commencement of operations at the relocated site, if such relocation results or resulted, in a loss of employment for any employee of such establishment at the original location.

In order to be considered for an On-the-Job Training contract, the OJT Representative is conducting this pre-award review to assist in determining if the relocation of your establishment has resulted in such unemployment.

Attachment No. 2

OJT Service Visit

OJT Service Visit

Date:_____ Employee: _____

Employer: _____ OJT Contract #:_____

Supervisor: _____ Date: _____

Account Rep: _____ Trainer(s): _____

Trainee's Interview Sheet

1. OJT Contract:
   a. Are you following the training plan?
      Yes_____ No _____
   b. Does it match the job you are doing?
      Yes_____ No _____

2. Supervisor/Trainer:
   a. Who is training you, (i.e., your supervisor, co-worker, specialized trainer)?

      _____
   b. Does your supervisor/trainer explain your assignments and give you help if needed?
      Yes_____ No _____
   c. Does your supervisor/trainer review your job performance with you?
      Yes_____ No _____

3. Time & Attendance:
   a. How many hours per week are you working? _____
   b. What is your rate of pay? _____
   c. Do you sign in daily or punch a timeclock?
      Yes_____ No _____
   d. Are you paid by payroll check?
      Yes_____ No _____

4. General:
   a. Do you have any concerns with your job?
      Yes_____ No _____
   b. Are you satisfied with your job?
      Yes_____ No _____
   c. Do you feel that the availability of the OJT contract assisted you in obtaining this job?
   d. Yes_____ No _____

_____ _____

Account Representative Signature Date

Supervisor's Interview Sheet

1. Supervision and Training:

    a. Do you have a copy of your OJT training plan?
    Yes_____ No _____
    b. Do you review the trainee's work progress with them?
    Yes_____ No _____
    c. Is the training plan being followed?
    Yes_____ No _____

2. Time Records:
    a. Is the trainee required to sign in and out daily?
    Yes_____ No _____
    b. If not, is there a system to record time and attendance accurately?
    Yes_____ No _____
    c. What is the trainee's hourly rate of pay? $_____
    d. Does this match the OJT contract?
    Yes_____ No _____
    If no, please explain:

    _____

3. General:
    a. Is the trainee performing his/her work assignments satisfactorily?
    Yes_____ No _____
    b. Do you have any concerns about the trainee?
    Yes_____ No _____
    c. In general, are you satisfied with the OJT contract?
    Yes_____ No _____
    d. Do you plan to retain the trainee at the end of the OJT contract?
    Yes_____ No _____

4. Perception of Plant/Facility

In your opinion, is the work site/training site unsanitary, hazardous, or dangerous to the trainee's health or safety?
Yes_____No _____

Attachment No. 3

OJT Contract

Pennsylvania CareerLink℠

A proud partner of the AmericanJobCenter network

Date:

RE: CONTRACT#

Dear

In partnership between the Westmoreland Fayette Workforce Investment Board (WFWIB) and the PA CareerLink®, attached you will find the On-the-Job training contract referenced above. Please sign and date this Agreement.

Fillable PDF versions of the On-The-Job Training Invoices are available upon request, please email your PA CareerLink® Account Rep. After the last day of each month, please fill out the applicable invoice and mail it to the WFWIB, you will find the address at the bottom of the invoice. Upon receipt of the signed invoice, the WFWIB will reimburse you for your trainee. Failure to have the invoice in by the tenth of the following month may result in a one-month delay in reimbursement. If you should have questions before completing the initial invoice, do not hesitate to contact your PA CareerLink® Account Rep.

The employer should pay strict attention to the status of the Agreement and follow the guidelines set forth in the training outline. Please notify your PA CareerLink® Account Rep. in advance of any changes needed in the Agreement. Vacation, holiday, or sick leave paid to the trainee will not be reimbursed. Overtime will be reimbursed at the contracted rate. According to Federal Wage & Hour regulations, all On-The-Job Training participants are considered hourly employees; therefore, overtime must be paid to the participant.

The employer is responsible for maintaining a current workman's compensation policy and for paying the necessary taxes governing the hiring for an employee. Failure to do so will result in an immediate termination of the Agreement.

If you have any questions or need any further information, please feel free to contact your PA CareerLink® Account Rep.

Sincerely,

Janet Ward

Janet Ward - Executive Director
Westmoreland Fayette Workforce Investment Board

Enclosures

ON-THE-JOB TRAINING CONTRACT

CONTRACT NUMBER:_____

BETWEEN

Westmoreland Fayette Workforce Investment Board, Inc. **Westmoreland-Fayette Workforce Investment Board, Inc.** **Business & Industry Center** **145 Pavilion Lane** **Youngwood, PA 15697** **724-755-2145**	**Contractor's Name and Address** **Company's Name:** **Company Address:** **Suite/Apt:** **Contact Name:** **Email:**

This contract is entered into between the Westmoreland-Fayette WIB, Inc. and the Contractor listed above. The Contractor shall employ and perform all training, including providing qualified personnel for instruction and other services, materials, equipment, and supplies for trainee(s).

	Special Funding Stream / CFDA# & TITLE	OCCUP./O*NET CODE	SVP	Approximate Start/End Date	Approved Training Hours	Participant's Hourly Wage	WIOA Hourly Reimbursement Wage	Contract Amount
Participant Name: **Participant ID No:** RID No -WIB Only				-		$	$	$
Participant Name: **Participant ID No:** RID No -WIB Only				-		$	$	$
Participant Name: **Participant ID No:** RID No -WIB Only				-		$	$	$
							Total of Contracts	$

APPROVED BY:	**APPROVED FOR THE CONTRACTOR BY:**
_____ **Janet Ward, Executive Director** **Date**	_____ **Signature** **Date**

DISCLAIMER: By typing your name on this form, you are signing this form electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this form.

WESTMORELAND-FAYETTE WORKFORCE INVESTMENT BOARD
ON-THE-JOB TRAINING CONTRACT

A. Contract Provisions:

1. During the training period, the reimbursement payment will be based on_____% of the hourly wage to the trainee.

B. Payment Provisions:

1. Reimbursement to the employer will be done on a monthly basis.
2. The employer agrees to submit a completed and certified invoice to the WFWIB. The PA CareerLink® office can provide the necessary invoice forms for the employer.
3. The wage rate to trainees shall not be less than the following:
    a. $13.00 for all trainees; OR
    b. Not to exceed a reimbursable cap of $24.00; OR
    c. Wage rate required by applicable collective bargaining agreement; OR
    d. Minimum entrance wage rate for inexperienced workers in same occupation in the establishment or area; OR
    e. Prevailing wage rate established in accordance with the Davis-Bacon Act.
4. Overtime as defined by the Fair Labor Standards Act will be reimbursed at the hourly wage as noted in the contract.
5. The employer will not be paid for any costs for Fringe Benefits, Holiday Pay, Vacation Pay or Sick Leave Pay.
6. There will be no adjustments for wage increases once the hourly rate is established.
7. The hourly wage rate that will be reimbursed is listed on the cover page, under hourly wage.
8. Month end June 30 invoices must be submitted within 10days.

C. General Provisions:

1. A legitimate need for training and a reasonable expectation of employment for persons completing training in the occupations listed have been established.
2. The employer agrees to provide a minimum of 30 hours per week for the trainee.
3. The employer agrees that the training will not be sub-contracted to another party.
4. The Certification and Referral of Individuals for the on-the-job training positions will be done by the PA CareerLink®.
5. The employer will have the right of selection from those referred by the PA CareerLink®.
6. The PA CareerLink® office must be notified if, the employer is considering terminating a trainee. Terminations must be made according to the employer's existing personnel policies.
7. The employer agrees to maintain appropriate standards for health and safety conditions.
8. The employer certifies that they are in compliance with the Pennsylvania Unemployment Compensation and Workman's Compensation Laws.
9. The employer agrees to provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act.
10. The employer certifies that no Federal appropriated funds awarded under the subcontract will be used for lobbying activities, and that any funds other than Federal appropriated funds that have been or will be used for lobbying activities have been properly disclosed.
11. As a recipient of Federal Funds, the Contractor is subject to strict adherence to all of the provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Final Rule and Local Workforce Investment Board Policies and Procedures.
12. The employer agrees to maintain records related to this contract per the attached Record Retention Policy. These records include, but are not limited to attendance, payroll records and job duties.
13. Records related to this contract are subject to review by WIB staff or its designee during regular scheduled on-site visits.
14. The employer agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964.
15. The employer is expected to provide OJT Participants continued long-term employment as regular employees. Failure to provide this employment opportunity more than twice may result in no future contracts for a one-year period.
16. No funds will be used to assist, promote or deter union organizing.

D. Contract Termination Provisions/Clauses:

1. This contract is subject to the Workforce Innovation and Opportunity Act of 2014, its assurances, certifications and regulations, as well as Federal, State and Local rules and regulations governing employment.
2. This contract is contingent upon the availability of authorized and approved Federal funds received by the Workforce Investment Board and is subject to termination for lack thereof.
3. Either party may terminate the contract, after proper notice is given to the other party in writing.
4. The employer certifies that no currently employed worker has been displaced (including partial displacement) or no job created that will infringe on promotional opportunities of currently employed workers.
5. The employer agrees to adhere to Section 164 of the Act provisions that cover liability, sanctions and debt repayments.
6. The Westmoreland-Fayette Workforce Investment Board will not reimburse any wages of a trainee or pay any related expenses of a trainee who is not retained beyond the first five days of employment with the contracted employer. The contract will be voided if the trainee resigns or is terminated prior to the 5th day of employment. If trainee resigns or is discharged, the employer must notify the Westmoreland-Fayette Workforce Investment Board and submit the Participant Termination Form.

E. Non-Discrimination Clause:

The contractor assures no person regardless of their race, color, religion, sex, national origin, age, handicap or political affiliation or belief will be excluded from participation in, be denied benefits of, or otherwise subjected to discrimination under any program or activity for which the contractor receives federal financial assistance.

F. Appendixes:

The following appendixes are attached and incorporated into this contract:

a. Training Plan
b. Job Description
c. Monitor Documentation Requirements
d. Record Retention Policy
e. Right To Know Law (RTKL)
f. Debarment Certificate
g. Invoice Guidelines
h. Invoices
i. Participant Termination Form
j. Contractor Checklist
k. Site Data Sheet with Certificate of Liability Insurance
l. Bargaining Unit Concurrence (if applicable)

Westmoreland-Fayette Workforce Investment Board

On-the-Job Training (OJT) Training Plan

OJT Contract No: _____

Section 1: Contact and OJT Information

*Completed by Employer

Complete the contact information for the Employer and the Trainee.

*EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
*TRAINEE NAME:	CO. EMAIL:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
*HOURLY WAGE RATE: $		MAXIMUM REIMBURSEMENT: $

Section 2: Occupational Information

Complete the occupational information for the Trainee's skill level.

*JOB TITLE:	O*NET #:	SVP	HOURS/WEEK:
ONET OCCUPATIONAL TITLE:			
REQUIRED JOB SKILLS FOR OCCUPATION:			**STARTING CAPABILITY: DATE:**
1. JOB SKILL NEEDED			NOT SKILLED: ☐ SOME SKILL: ☐
2. JOB SKILL NEEDED			NOT SKILLED: ☐ SOME SKILL: ☐
3. JOB SKILL NEEDED			NOT SKILLED: ☐ SOME SKILL: ☐
4. JOB SKILL NEEDED			NOT SKILLED: ☐ SOME SKILL: ☐
5. JOB SKILL NEEDED			NOT SKILLED: ☐ SOME SKILL: ☐

Job Description/ONET Here

MONITOR DOCUMENTATION REQUIREMENTS

ON-THE-JOB TRAINING
ON-SITE REVIEW REQUIREMENTS

1. Review of Daily time cards (or timesheets) for all trainees

   - Must be the source record from which invoices are prepared.

2. Review of Payroll Register (or Ledger) by Pay Period for all trainees

   - Must include the following:

     a.) Pay period ending date
     b.) Check Date
     c.) Check Number
     d.) Hours Paid
         1.) Regular
         2.) Overtime (anything greater than 40 hrs. in pay week)
     e.) Gross Amount
     f.) Net Amount
     g.) Deductions Withheld

3. Trainees canceled paychecks (if returned by bank).

4. Review of Participants Personnel file including but not limited to: W4, I-9, and performance reviews.

5. Deposit slips - showing date and deposit amount of WIB reimbursement check.

6. Interview trainee (if work is not interrupted).

RECORD RETENTION POLICY

PROGRAM YEAR FUNDING PERIOD	SUBMITTAL DATE OF FINAL EXPENDITURE REPORT TO USDOL	3-YEAR MANDATORY REQUIREMENT FOR RECORDS RETENTION AND RETENTION END DATE[1]
PY 2016 (July 1, 2016 to June 30, 2017)	September 30, 2019	September 30, 2022
PY 2017 (July 1, 2017 to June 30, 2018)	September 30, 2020	September 30, 2023
PY 2018 (July 1, 2018 to June 30, 2019)	September 30, 2021	September 30, 2024
PY 2019 (July 1, 2019 to June 30, 2020)	September 30, 2022	September 30, 2025
PY 2020 (July 1, 2020 to June 30, 2021)	September 30, 2023	September 30, 2026
PY 2021 (July 1, 2021 to June 30, 2022)	September 30, 2024	September 30, 2027
PY 2022 (July 1, 2022 to June 30, 2023)	September 30, 2025	September 30, 2028
PY 2023 (July 1, 2023 to June 30, 2024)	September 30, 2026	September 30, 2029
PY 2024 (July 1, 2024 to June 30, 2025)	September 30, 2027	September 30, 2030
PY 2025 (July 1, 2025 to June 30, 2026)	September 30, 2028	September 30, 2031
PY 2026 (July 1, 2026 to June 30, 2027)	September 30, 2029	September 30, 2032
PY 2027 (July 1, 2027 to June 30, 2028)	September 30, 2030	September 30, 2033
PY 2028 (July 1, 2028 to June 30, 2029)	September 30, 2031	September 30, 2034

WIOA Participants – Individuals for whom a WIOA Application was completed to determine WIOA eligibility and/or the person received a WIOA service/enrolled in a WIOA program.

[2]**Record Retention End Date** – As noted above or if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

NOTICE REGARDING COMMONWEALTH OF PENNSYLVANIA RIGHT TO KNOW LAW

SUB-CONTRACTOR INDEMNIFICATION AGREEMENT

A. The Sub-Contractor understands that this contract agreement and records and exhibits referenced and attached thereto arising from the contract agreement are subject to requests made pursuant to the Pennsylvania Right to Know Law, 65 P.S. '101-3104, ("RTKL")

B. The Westmoreland-Fayette Workforce Investment Board ("WIB") is required to assist the Commonwealth of Pennsylvania in any matter documents and exhibits arising out of the RTKL related to this Sub-Contract. Upon written notification to the WIB from the Commonwealth of Pennsylvania that it requires information relating to this Sub-Contract, the WIB is required to assist the Commonwealth of Pennsylvania in responding to a request under the RTKL for information related to this Sub-Contractor that may be in the WIB's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"). Required Information shall also include RTKL requests submitted directly to the WIB by a request as referenced in 65

P.S. '301. Therefore, the Sub-Contractor shall:

1. Provide the WIB, within ten (10) calendar days after receipt of written notification, access to and copies of any document or information in Sub-Contractors possession arising out of the Sub-contract between the WIB and Sub-Contractor that the WIB reasonably believes is Requested Information and may be a public record as defined by the RTKL; and

2. Provide such other assistance as the WIB may reasonably request, in order to comply with the RTKL with respect to this Sub-Contractor.

C. If the Sub-Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Sub-Contractor considers exempt from production under the RTKL, Sub-Contractor must notify the WIB and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the authorized representative of the Sub-Contractor explaining why the requested materials are exempt from public disclosure under the RTKL.

D. The WIB will rely upon the written statement from the Sub-Contractor in denying RTKL request for Requested Information unless the WIB determines through its Solicitor that the Requested Information is clearly not protected from disclosure under the RTKL. Should the WIB determine that the Requested Information is clearly not exempt from disclosure, Sub-Contractor shall provide the Requested Information five (5) business days of written receipt of notification from the WIB's determination.

E. If Sub-Contractor fails to provide the Requested Information within the time period required by those provisions, Sub-Contractor shall indemnify and hold the WIB harmless for any damages, penalties, costs, detriment, or harm that the WIB may incur as a result of Sub-Contractors failure, including any statutory damages assessed against the WIB.

F. The WIB will reimburse Sub-Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Commonwealth of Pennsylvania Office of Open Records or otherwise provided by the RTKL or WIB regulations, if the fee schedule is inapplicable.

G. Sub-Contractor may file a legal challenge to the Commonwealth of Pennsylvania's decision to release a record to the public with the Commonwealth of Pennsylvania Office of Open Records, or in the Pennsylvania courts, however, Sub-Contractor shall indemnify the WIB for any legal expenses incurred by the WIB as a result of such a challenge and shall hold the WIB harmless for any damages, penalties, costs, detriment or harm that the WIB may incur as a result of Sub-Contractors failure, including any statutory damages assessed against the WIB, regardless of the outcome of such legal challenge. As between the parties, Sub-Contractor agrees to waive any and all rights or remedies that may be available to it as a result of the WIB's disclosure of Requested Information pursuant to the RTKL.

H. The Sub-Contractors duties relating to the RTKL are continuing duties that survive the expiration of the Sub-Contractor and shall continue as long as the Sub-Contractor or the WIB has Requested Information in its possession.

I. All definitions and applicable references shall be dictated by the provisions contained in 65 P.S. '101-3104.

FORM CD-511
(7/91)

UNITED STATES DEPARTMENT OF COMMERCE

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)," and "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110 -

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. DRUG-FREE WORKPLACE REQUIREMENTS
Alternate I. Grantee Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance: (Street address, city, county, state, ZIP code):

Check ☐ if there are workplaces on file that are not identified here.

Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

(A) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(B) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement, or contract over $100,000, or loan or loan guarantee over $150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states that, to the best of his or her knowledge and belief:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Authorized for Local Reproduction

EMPLOYER OJT INVOICING GUIDELINES

1. Employers must use OJT invoices provided in the contract
2. Hours listed are for a full month, (July, Aug, Sept., etc.), hours listed per day.
3. Please round up hours to the nearest .25 for each day (ex: 7.25, 7.50, 7.75), do not round up total hours on invoice.
4. Please enter number of hours, multiply by the WIOA Reimbursement Rate, and enter the total.
5. Please have ***employee*** and ***employer*** sign and date in **blue ink**.
6. Mail the original to the address listed on the invoice **OR** email the invoice to Christina Fortunato cfortunato@westfaywib.org with the subject stating: **OJT Invoice – Participant's Name – Month Year**
   - **Example: OJT Invoice – J. Smith – November 2021**
7. Invoices are to be submitted **MONTHLY**, by 10th of the following month.
8. Hours cannot be listed prior to start date. If so, the invoice will be returned to employer to be revised.
9. If an employee is terminated or quits, please put termination date on invoice.
10. We will not reimburse for **ANY** holidays.
11. If employee is not available to sign WFWIB invoice, a copy of employee timesheet/time documentation must be attached to WFWIB invoice during submission

WESTMORELAND-FAYETTE WORKFORCE INVESTMENT BOARD, INC.
ON-THE-JOB TRAINING INVOICE

Participant's Name:	Employer's Name:
Participant's ID Number:	Address: Suite/Apt:
Contract Number: Mod: RID:	
CFDA Title:	Contact Person:
Special Funding Stream:	Phone: Extension:
This request is for the month/year of:	E-mail:

I. HOURS WORKED THIS MONTH

1st ____ hours paid	9th ____ hours paid	17th ____ hours paid	25th ____ hours paid
2nd ____ hours paid	10th ____ hours paid	18th ____ hours paid	26th ____ hours paid
3rd ____ hours paid	11th ____ hours paid	19th ____ hours paid	27th ____ hours paid
4th ____ hours paid	12th ____ hours paid	20th ____ hours paid	28th ____ hours paid
5th ____ hours paid	13th ____ hours paid	21st ____ hours paid	29th ____ hours paid
6th ____ hours paid	14th ____ hours paid	22nd ____ hours paid	30th ____ hours paid
7th ____ hours paid	15th ____ hours paid	23rd ____ hours paid	31st ____ hours paid
8th ____ hours paid	16th ____ hours paid	24th ____ hours paid	

INVOICES MUST BE SUBMITTED MONTHLY

The employer will <u>not</u> be paid for any costs for Fringe Benefits, Holidays, Vacation Pay, or Sick Leave Pay

Hourly wage rate this month? _____

Has the rate changed? Yes No If yes, date _____ New rate _____

Is the Trainee progressing satisfactorily? Yes No

If the Trainee is terminated, date terminated? _____

II. FUNDS REQUESTED

Total hours on invoice _____ X $ _____ = $ _____

Hourly Reimbursement Rate in the Contract — Funds Requested

III. CERTIFICATION

I certify that the data reported is accurate and consistent with all terms of the Contractual Agreement.

_____ _____ _____ _____

Employee Signature — Date — Employer Signature — Date

Mail Original To: Westmoreland Fayette Workforce Investment Board
145 Pavilion Lane
Youngwood, PA 15697
Phone: 724-755-2145

OR

Email Signed Invoice to: Christina Fortunato, Accounting Clerk
cfortunato@westfaywib.org

PARTICIPANT TERMINATION FORM

(Please fill out on termination form for each participant)

Participant Name:_____ Contract #: _____ RID: _____

Employer Name:_____ Phone: _____

Employer Contact Name: _____

Employer Address: _____

Last date of participant employment: _____

Will Employer invoice up to the last day worked? Yes ☐ No ☐

Did the participant(s) complete the training? Yes ☐ No ☐

Reason for Termination:

1. Poor Attendance ☐
2. Voluntary Quit ☐
3. Entered Schooling ☐
4. Joined the Armed Services ☐
5. Found Other Employment ☐
6. Did not Progress Satisfactorily ☐
7. Other – Please Explain: _____

If participant left for other employment or joined the Armed Services, please fill out the information below

Employer: _____ Phone Number: _____

Address: _____

Participant's Position: _____

Start Date: _____ Hourly Wage: $ _____ Hours Per Week: _____

Is this position Training Related? Yes ☐ No ☐

Full/Partial Medical Benefits Provided? Yes ☐ No ☐

_____ _____

Signature Date

PLEASE FORWARD TO: Tom Whetsel, Chief Financial Officer
Westmoreland Fayette Workforce Investment Board
145 Pavilion Lane, Youngwood PA 15697
Phone: 724-755-2145 / Fax: 724-755-0914

CONTRACTOR CHECK LIST

Worksite:

Contract Number:

Date: _____

- ☐ **Contract Information**: Did you read ,sign, and date, the entire OJT Contract?
- ☐ **Time Documentation**: Timecards, timesheets - daily hours invoiced are not to exceed actual hours worked by any participant during training period.
- ☐ **Payroll Documentation**: Payroll ledger showing gross and net wages, deductions for each pay period, and canceled checks should be maintained according to the record retention policy.
- ☐ **Overtime**: Site must pay the required overtime wage rate (1 1/2) for all hours worked over 40 in a work week. According to Federal Wage & Hour Laws, all participants are considered trainees; therefore, all must be paid overtime.
- ☐ **Deposits**: Deposit slips showing date and amount of deposit for each WFWIB reimbursement check should be maintained according to the record retention policy.
- ☐ **Orientation**: Has an orientation of a worksite's personnel policies and a copy of training outline given to the participant?
- ☐ **Worker's Compensation and Unemployment Insurance**: Proof of current coverage for Worker's Compensation and Unemployment Insurance.
- ☐ **Payroll Contact Name, Email, and Phone:**

Contractor's Signature

PA CareerLink® Account Representative Signature

DISCLAIMER: By typing your name on this form, you are signing this form electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this form.

PARTICIPANT TERMINATION FORM

(Please fill out on termination form for each participant)

Participant Name:_____ Contract #: _____ Mod# _____

Employer Name:_____ Phone: _____

Employer Contact Name: _____

Employer Address: _____

Last date of participant employment: _____

Will Employer invoice up to the last day worked? ☐ Yes ☐ No

Did the participant(s) complete the training? ☐ Yes ☐ No

Reason for Termination:

1. Poor Attendance ☐
2. Voluntary Quit ☐
3. Entered Schooling ☐
4. Joined the Armed Services ☐
5. Found Other Employment ☐
6. Did not Progress Satisfactorily ☐
7. Other – Please Explain:

If participant left for other employment or joined the Armed Services, please fill out the information below

Employer: Phone Number:

Address:

Participant's Position:

Start Date: Hourly Wage: $ Hours Per Week:

Is this position Training Related? ☐ Yes ☐ No

Full/Partial Medical Benefits Provided? ☐ Yes ☐ No

_____ _____

Signature Date

PLEASE FORWARD TO: Tom Whetsel, Chief Financial Officer
Westmoreland Fayette Workforce Investment Board
145 Pavilion Lane, Youngwood PA 15697
PHONE: 724-755-2145 / FAX: 724-755-0914

Westmoreland- Fayette Workforce Investment Board OJT Site Data Sheet

1 Company _____ County _____

Address _____ Telephone _____

_____ Fax _____

Worksite address, if different _____

2 Contact person Name/Title _____

E-mail of Contact Person _____

Chief Officer or Owner _____

Federal Employer I.D. Number _____ Unique Entity ID (UEI) _____

3 Employer's Business _____

4 Total number of present full-time employees _____ part-time employees _____

5 Total number of employees to be hired and trained under this contract:

6

Employee Information	#1	#2	#3	#4	#5
Occupational Title/O*Net Code					
Participant wage rate $					
Total # of training hours approved					
Hours per week					

7 Are there any current layoffs? ☐ Yes ☐ No If yes, what positions? _____

8 Worker's Compensation Policy # _____ Carrier _____

Worker's Compensation Policy Expiration Date _____

9 Time Documentation ☐ Yes ☐ No Location of Records _____

Payroll Ledger ☐ Yes ☐ No Payroll Tax Deposit System ☐ Yes ☐ No

10 Fringe Benefits Trainee(s) is eligible for _____

11 Has the employer had a previous OJT Contract? ☐ Yes ☐ No If yes, number of participants _____

Number of participants still employed _____

Identify reasons why participants are no longer employed

_____

12 Is there a collective bargaining unit? ☐ Yes ☐ No Is this position(s) under the unit? ☐ Yes ☐ No

Name of bargaining agent _____

13 Federal Debarment List ☐ Yes ☐ No

Employer Signature: _____ Date: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certificate of Liability Insurance

Attachment No. 4

OJT Contract Modification Sheet

ON-THE-JOB TRAINING CONTRACT MODIFICATION

CONTRACT NUMBER: _____

MODIFICATION NUMBER: _____

BETWEEN

Westmoreland Fayette Workforce Investment Board, Inc.	Contractor's Name and Address
Westmoreland-Fayette Workforce Investment Board, Inc. Business & Industry Center 145 Pavilion Lane Youngwood, PA 15697 724-755-2145	Company's Name: _____ Company Address: _____ Suite/Apt: _____ Contact Name: _____ Email: _____

Reason for modification:

	Special Funding Stream / CFDA# & TITLE	OCCUP./O*Net Code	S V P	Approximate Start/End Date	Approved Training Hours	Participant's Hourly Wage	WIOA Hourly Reimbursement Wage	Contract Amount
Participant Name: Participant ID No: RID No- WIB Only				-		$	$	$
Participant Name: Participant ID No: RID No- WIB Only				-		$	$	$
Participant Name: Participant ID No: RID No- WIB Only				-		$	$	$
							TOTAL FROM PRIOR CONTRACT AND/OR MODIFICATIONS	$
							NEW TOTAL OBLIGATIONS (PRIOR TOTAL PLUS COSTS ON THIS MOD)	$

ALL PROVISIONS OF THE ORIGINAL CONTRACT REMAIN APPLICABLE

APPROVED BY:	APPROVED FOR THE CONTRACTOR BY:
_____ Janet Ward, Executive Director Date	_____ Signature Date

DISCLAIMER: By typing your name on this form, you are signing this form electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this form.

Attachment No. 5

Certificate of Achievement

WESTMORELAND-FAYETTE OJT CREDENTIAL

_____ has completed all requirements of the On-the-Job Training Contract. They have attained the skills required to become a full-time/part-time employee of:

Company Name: _____

Position: _____

Current Wage: _____

Hours Per Week: _____

End Date of OJT: _____

_____ _____

Employer/Supervisor Signature **Date**

Please submit this form to: