



**EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
CalWORKS Community Service and Work Experience Programs**

*Employment and training
services for Alpine and El
Dorado counties.*

Agreement # _____
Funding Source: _____
Case Manager _____

PLACERVILLE:
Location: 3047 Briw Road
Mailing: 3057 Briw Road
Placerville, CA 95667
(530) 626-4850
Fax (530) 626-9060

SOUTH LAKE TAHOE:
3368 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150
(530) 573-4330
Fax (530) 543-6771

WORK EXPERIENCE PROGRAM WORKSITE AGREEMENT

This document constitutes a non-financial agreement between El Dorado County Department of Human Services, Employment Services Division, the agency responsible for CalWORKS Community Service and Work Experience Program ("Agency") and

Business Name

Business Physical/Mailing Address

Contact Person

Telephone, including area code

("WEP Business Partner") for the provision of work experience training to Agency's CalWORKS participant trainee ("Trainee"). Agency and WEP Business Partner agree that work experience programs are designed to promote the development of work readiness skills and occupational skills required for participation in the workforce. This Worksite Agreement ("Agreement") contains the general rules and parameters of the relationship between Agency and WEP Business Partner. One (1) Agreement shall be completed and executed for each Trainee who has been referred to WEP Business Partner by Agency for work experience training.

No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and properly executed by the Parties incorporated herein. This Agreement shall be effective upon execution by all Parties and may be terminated at any time by either Party upon written notice to the other Party. Grounds for Agreement termination and/or cancellation shall include but are not be limited to the following:

1. Failure of WEP Business Partner, Agency or Trainee to meet any of the terms and conditions contained in this Agreement.
2. Failure of Trainee to meet CalWORKS Eligibility Requirements.
3. Trainee's acceptance of paid employment.
4. WEP Business Partner retains the right to terminate Trainee for good cause. If Trainee is terminated, the WEP Business Partner shall immediately notify Agency and refer Trainee back to Agency.

This Agreement pertains to:

Trainee Name

Job Title

General Trainee

Trainee's start and end dates with WEP Business Partner: _____

Trainee's Agency authorized not-to-exceed total work hours for above start and end dates are: _____



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Agency assures that they shall:

1. Ensure that Trainee is eligible for and has obtained the appropriate documents enabling them to participate in the CalWORKS Community Service and Work Experience Programs (more commonly known as "Welfare to Work") and that Trainee is advised and understands that they will not automatically be entitled to a job at the WEP Business Partner worksite upon completion of training.
2. Provide all WEP Business Partner supervisors with an Agency-conducted Supervisor Orientation.
3. Provide Workers Compensation benefit coverage for Trainee as required by State law. Agency shall provide the WEP Business Partner with procedural information regarding Workers Compensation.
4. Advise Trainee prior to being assigned to a WEP Business Partner worksite ("worksite") the name of the WEP Business Partner, assigned worksite and of the Trainee's rights and benefits, including grievance procedures in connection with their participation in the designated program in which they are enrolled.
5. Not place Trainee with any WEP Business Partner pursuant to this Agreement who has:
 - a. Been selected for employment by the WEP Business Partner prior to the individual being referred from Agency and/or
 - b. Previously been employed in the same, similar or upgraded position by WEP Business Partner.
6. Conduct and document on-site monitoring to ensure that:
 - a. Training is consistent with Agency's requirements and Trainee's needs;
 - b. Trainee's supervision is provided on a continuous basis by WEP Business Partner to ensure Trainee's continuing training progress and adaptability to job environment;
 - c. Accurate time records and progress/training evaluations are being maintained by WEP Business Partner on behalf of Trainee;
 - d. WEP Business Partner worksite conditions consistently comply with all applicable worksite Federal, State and local government health, safety and child labor laws.

WEP Business Partner assures that they shall:

1. Provide Trainee with an orientation that shall include but is not limited to:
 - a. Description of WEP Business Partner operations;
 - b. WEP Business Partner rules and regulations;
 - c. A detailed job description for each position assigned to Trainee. Job descriptions shall be specific and shall describe the duties, responsibilities and training Trainee shall receive during Trainee's participation;
 - d. Trainee's hours of work, including break and lunch period policies and time and attendance procedures;
 - e. Emergency procedures.
2. Provide safety instructions and equipment necessary for Trainee's protection against injury and damage and in accordance with the Occupational Safety and Health Administration/California Division of Occupational Safety and Health, more commonly known as OSHA or Cal/OSHA.
3. Make auxiliary aids and services available, upon request, to individuals, including Trainees, with disabilities.
4. Provide a well-supervised work experience to all Trainees referred by Agency. The maximum Trainee/supervisor ratio shall be 10:1. Trainees shall be supervised at all times.
5. Provide Trainee with meaningful, sufficient, well-planned work activities designed to promote the development of positive work habits and specific skills required for Trainee's participation in the workforce.
6. Ensure that Trainees have sufficient duties to occupy their time, as well as materials and/or tools to perform assigned job tasks. For Trainees who perform duties outdoors and in case of "inclement weather," supplemental duties may also be required to supplant Trainee's regular training duties.
7. Ensure that Trainees do not work for a period of more than five (5) hours without a meal break of at least 30 minutes and that the meal break is taken no later than by the end of the fifth hour worked. However, if Trainee completes the workday in six (6) hours or less, the meal break may be waived by mutual consent of both Trainee and WEP Business Partner supervisor. If any Trainee of any age works more than six hours in succession without a 30-minute minimum meal break, Trainee shall be, without exception, terminated from the program.
8. Maintain and verify accurate attendance records and ensure hours are recorded only for time worked and for Agency approved release time. Trainees shall be granted work release time for Agency-approved activities, such as scheduled employment interviews.
9. Monitor Trainee's progress and complete training evaluation forms provided by Agency and at intervals designated by Agency. Performance evaluations shall be discussed with and signed by Trainee and Trainee's supervisor.



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10. Consider Trainee for any paid job openings occurring at worksite and inform Trainee of any other appropriate job opportunities.
11. Inform Agency of any actual or potential labor disputes involving Trainee or Employees that may or shall delay or threaten to delay the timely performance of this Agreement on WEP Business Partner's premises/worksite or through its operation.
12. Not contract out the training provided under this Agreement.
13. Comply with nondisplacement provisions of California Welfare and Institutions Code section 11324.6, i.e., Trainee shall supplement and, under no circumstances, supplant WEP Business Partner regular employee(s) ("Employees") hours or duties, including partial displacement, including but not limited to reduction in hours of non-overtime work, wages or employment benefits. Further, Trainee's work/training activity at any actual worksite, including but not limited to any site where Employees are members of a bargaining unit, cannot and shall not prevent or delay the filling of vacant position(s), the recall of Employees from layoff or violate any other Employees displacement provisions.
14. Provide a drug-free workplace that shall be in compliance with the Code of Federal Regulations pertaining to U.S. Department of Labor Title 29 Chapter I Part 98, more commonly known as 29 CFR 98.
15. Ensure that the working environment is safe and sanitary and in compliance with appropriate Federal, State and local government safety standards. WEP Business Partner shall maintain emergency contact information on each Trainee referred, including persons to notify in case of injury, illness or other emergency.
16. Ensure that an Injury and Illness Prevention Program, in compliance with California Code of Regulations, Title 8, Section 3203, has been adopted by WEP Business Partner.
17. Comply with all applicable statutes and regulations of the United States, California and the County of El Dorado, including nondiscrimination and affirmative action provisions, nepotism provisions, lobbying or political activities, religious activities and all Federal and State statutes relating to employment including all labor laws including OSHA/CalOSHA.
18. No financial claim, charges, dues or deductions of any kind shall be made or claimed by WEP Business Partner, its employees or agents against Agency or Trainee.
19. Procure, maintain and, upon demand, show evidence of general liability insurance protecting Agency of any claims arising from bodily injury or death to any third person occurring in the performance of this Agreement on WEP Business Partner premises/worksites and/or through its operation.
20. Allow Agency, the State of California and/or the Department of Labor access to any Agency Trainee for the purpose of interviewing and/or observing and monitoring conditions and activities involved in the performance of this Agreement. WEP Business Partner shall cooperate with interviews if requested.
21. WEP Business Partner further assures the Agency that neither the WEP Business Partner nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or any other governmental agency; and
22. WEP Business Partner, and any agents and employees of the WEP Business Partner, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of El Dorado County.

Fiscal Considerations: The Parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.



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In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services, if any, performed under this Agreement prior to cancellation. This Agreement is entirely contingent upon the availability of funds to Agency.

Indemnity: WEP Business Partner shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for or on account of, injuries to or death of any person, including but not limited to Employees, Trainees, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with WEP Business Partner's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, WEP Business Partner, subcontractor(s) and Employees or any of these, except for the sole or active negligence of County, its officers and employees or as expressly proscribed by statute. This duty of WEP Business Partner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Nondiscrimination: In performing this Agreement, the WEP Business Partner shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, medical condition or status as a parent. Agency shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

Administrator: The County officer or employee with responsibility for administering this contract is the Director of Human Services or successor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement # _____ on the dates indicated below.

TRAINEE

WORKSITE DEPARTMENT REPRESENTATIVE

Signature

Date

Signature

Date

Name Printed

Name and Title Printed

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES
AGENCY RESPONSIBLE FOR CALWORKS COMMUNITY SERVICE AND WORK EXPERIENCE PROGRAMS

Signature

Date

Signature

Date

Agency Caseworker Name and Title Printed
Department of Human Services

Agency Program Manager Name Printed
Department of Human Services

Signature

Date

Director/Assistant Director Name Printed
Department of Human Services