



**Health and Human Services
Workforce Investment Act Program**

*Employment and training services
for El Dorado County*

Funding Source: _____
Contract Number: _____

WORK EXPERIENCE WORKSITE AGREEMENT (OUTSIDE EMPLOYER)

This Contract is made and entered into for convenience this _____ day of _____ 20____, by and between _____ (hereinafter called "EMPLOYER"), and the El Dorado County Health and Human Services Agency, responsible for Community Action Agency Programs (hereinafter called "AGENCY").

I. INTENT

It is the intent of the Workforce Investment Act (W.I.A.) to provide eligible clients with training, which provides knowledge or skills needed to gain employment experience, while the clients are engaged in productive work in conformity with W.I.A., State of California Regulations, and AGENCY policy.

II. EMPLOYER INFORMATION

Employer: _____ Tax ID No.: _____
Telephone: _____ FAX: _____
Mailing Address: _____
Authorized Representative: _____ Title: _____
Partnership Corp (Priv) Corp (Non-Prof) Indiv/Sole Prop Pub. Entity
Product or Service: _____

III. REIMBURSEMENT

The EMPLOYER shall be reimbursed by AGENCY for the costs of training Work Experience (WEX) employees. Costs are defined as wages (not including fringe benefits) earned by the employee. Wages paid in excess of the straight-time wage such as shift differential, premium pay, overtime and other non-regular wages, periods of illness, holidays, plant downtime, and other events where no training occurs will be excluded from the WEX reimbursement. EMPLOYER will provide AGENCY with time and attendance records of WEX employees to document claims for reimbursement, on a form(s) provided by AGENCY. Claims for reimbursement will be invoiced and paid monthly.

EMPLOYEE'S NAME:				Soc. Sec. No.:		
JOB TITLE	WORK WEEK HOURS	TOTAL HOURS	WAGE	CONTRACT PERIOD		TOTAL WEEKS
				FROM	TO	
Wage Upon Completion of Training:			Maximum Contract Reimbursement:			

Notwithstanding Section VI. TERMINATION, this Contract will terminate when employee leaves the WEX program or on _____, or upon maximum contract reimbursement, whichever comes first. AGENCY reserves the right to refuse payment on claims for reimbursement received by AGENCY over 90 days after Contract termination.

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REIMBURSEMENT - continued

Individuals receiving work experience shall be compensated by the EMPLOYER at minimum wage but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, or, if higher, under the applicable State or local minimum wage law. EMPLOYER agrees that he will pay overtime in accordance with California State Industrial Welfare Commission's Orders regulating wages and hours for the industry but that overtime will not be reimbursed by AGENCY.

IV. EMPLOYEE/EMPLOYER PROVISIONS

Employee/Employer Relationships. The EMPLOYER shall employ the individual as a regular member of EMPLOYER's work force, subject to the same conditions of employment as the EMPLOYER's other employees, including termination for unsatisfactory performance thereafter.

During the training, the EMPLOYER shall assure that each WEX employee:

- Is on the EMPLOYER's payroll.
- Receives the same benefits as the EMPLOYER's other employees performing similar work for the same number of hours per week.
- Is paid the salary indicated in Section III.
- Is provided Workers' Compensation coverage.
- Is provided a drug-free workplace that is in compliance with 29 CFR part 98.
- Is provided, by EMPLOYER, with safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the EMPLOYER's regular employees, EMPLOYER shall provide the same type of clothing or equipment to the trainees performing similar work.
- Provide a job description for each position requested. Job descriptions must be specific, describing the training the trainee will receive during their participation.
- Provide a well-supervised work experience to AGENCY trainees. The maximum trainee/supervisor ratio will be 10:1. Trainees will be under general supervision. All supervisors will be provided an AGENCY conducted supervisor orientation. The worksite supervisor will complete a trainee progress evaluation every pay period.
- Maintain and verify accurate attendance records and ensure hours are recorded only for time worked and AGENCY approved release time. Trainees will be granted work release time for AGENCY approved activities, such as scheduled employment interviews.
- Ensure that trainees have sufficient duties to occupy their time, as well as materials and/or tools to perform job tasks. Sufficient duties will also be required as a supplement in case of "inclement weather."
- Ensure that the working environment is safe and sanitary and in compliance with appropriate safety standards. The Worksite will maintain emergency information on trainees, including persons to notify in case of injury, illness or other emergency.
- Ensure that an Injury and Illness Prevention Program, in compliance with California Code of Regulations 3203, has been adopted by the Worksite.
- Comply with all labor laws, OSHA, the Workforce Investment Act and all regulations promulgated under the Act, including nondiscrimination regulations, nepotism provisions, lobbying or political activities, religious activities and all Federal and State statutes relating to employment.
- Ensure that the work experience training shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.
- All trainees are required to take their meal breaks. In an exceptional circumstance wherein a trainee is not able to take a meal break due to unavoidable duties, which preclude the ability to take a meal break, the trainee shall immediately take a meal break and the Supervisor shall counsel the trainee on EMPLOYER's meal break policies. If the trainee completes the workday in six (6) hours or less, the meal break may be waived by mutual consent of the Supervisor and

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trainee. Trainees shall not work more than six (6) hours in succession without a thirty (30) minute break.

- Make adaptive equipment and services available, upon request, to individuals with disabilities.
- By signing this Agreement, the EMPLOYER agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and EMPLOYER further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. If the EMPLOYER is unable to certify to any of the statements in this certification, the EMPLOYER shall submit an explanation in writing to County.

V. GRIEVANCE PROCEDURES

The EMPLOYER's grievance procedures shall apply to WEX employees. Nothing in this Section shall require an EMPLOYER to establish a new grievance procedure, or to modify an existing procedure, as a condition of participation in this program. If the EMPLOYER does not have a grievance procedure, the WEX employee may use the AGENCY grievance procedures.

VI. TERMINATION

AGENCY may terminate this Contract without prior notice, as follows:

- At such time as funds are not made available to AGENCY through the State of California for the purpose of carrying out this Contract; or
- For nonperformance, breach of contract, intentional violations, deceitful practices, fraud, and/or willful misinterpretation in the use of program funds.
- At such time as EMPLOYER terminates Contract, EMPLOYER shall notify AGENCY within three (3) working days.

VII. ADDITIONAL PROVISIONS

Retention and Maintenance of Records. The EMPLOYER shall maintain payroll records, time records, attendance records, and records of job duties for each WEX employee. The records shall also include the date of entry and date of termination for each employee. The EMPLOYER shall keep and retain the records described above for a period of six (6) years from the date of enrollment into this program. The EMPLOYER shall make these records available for inspection upon notice by AGENCY, its authorized agent, the State of California, or the United States Secretary of Labor, at any time during normal business hours, upon reasonable notice.

Bargaining Agent Concurrence. If a bargaining agent agreement exists, the EMPLOYER certifies hereby that the collective bargaining agent has concurred with the WEX program, including the rate of pay specified herein, and that the Contract herein does not conflict with the collective bargaining agreement.

Entire Agreement. This Contract constitutes the complete and exclusive statement of the Contract between EMPLOYER and AGENCY. No terms, conditions, understanding or contract purporting to modify or vary this Contract shall be binding on any party unless hereafter made in writing and signed by the party to be bound and authorized by AGENCY. The EMPLOYER, and any agents and employees of the EMPLOYER in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of AGENCY. The EMPLOYER shall not subcontract in the name of AGENCY.

Monitoring. AGENCY, or its authorized representative, has the right to observe and monitor all conditions and activities involved in the performance of this Contract and has the right to verify cost or pricing data submitted with respect to this Contract by examining the EMPLOYER's books, records, or documents pertaining to the Contract during the EMPLOYER's normal business hours.

Maintenance of Effort. The EMPLOYER shall assure that WEX training shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits.



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No client in WEX shall be hired into, or remain working in, any position where another person:

- A. Is on lay-off from the same or substantially equivalent job within the same organizational unit. A lay-off is in effect:
 - 1) Until the expiration of the period required by recall list; or
 - 2) If no recall list or re-employment rights exist, for a period of one year from the last lay-off or until the next operating year of the department or agency, whichever occurs first.
- B. Is on lay-off or has been bumped and has recall or bumping rights to that position, per a personnel code or practice or a collective bargaining agreement.

Compliance. In the performance of this Contract, EMPLOYER will comply with the W.I.A. regulations issued pursuant thereto and any amendments or revisions. The EMPLOYER will also comply with all applicable State of California laws and regulations pertaining to wages and working conditions; Title VI of the Civil Rights Act of 1964; and Government Code, Sections 11135 and 111395; and all applicable Federal, State and local laws, rules and regulations which deal with or relate to the employment of persons who are under this Contract. EMPLOYER will also comply with all W.I.A. Regulations promulgated under the Act, such as nepotism provisions, lobbying or political activities, sectarian activities, and all Federal and State statutes relating to employment (including nondiscrimination). This Contract in no way relieves the EMPLOYER of the responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

AGENCY reserves the right to recover, through due process, disallowed costs caused by EMPLOYER due to errors, omissions, or fraudulent activities.

EMPLOYER is an Equal Opportunity Employer. No person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program client or any applicant for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs, religion, age, or disability. Auxiliary aids and services will be made available upon request for individuals with disabilities by either EMPLOYER or AGENCY.

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

All appeals and complaints related to this Contract should be addressed only to AGENCY's Director at 3057 Briw Road Placerville, CA 95667, telephone: (530) 642-7300. The Director shall advise appellants and complainants of the formal appeals procedures adopted by AGENCY.

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IN WITNESS WHEREOF, this Contract has been executed, by and on behalf of the parties hereto, this date:

EMPLOYER:

**El Dorado County Health and Human Services Agency,
responsible for Community Action Agency Programs:**

Name of Company

Typed Name and Title _____

Typed Name and Title

Signature _____

Signature _____

Date _____

Date _____

Typed Name and Title _____, Director

Signature _____

Date _____