



**DELAWARE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES (DCDJFS)
WORK EXPERIENCE PROGRAM (WEP) AGREEMENT**



Work experience means a work activity, performed in return for benefits, that provides an individual with an opportunity to acquire the general skills, knowledge and work habits necessary to obtain employment. The main goal of the program is to move participants to self-sufficiency through employment.

STATEMENT OF RESPONSIBILITY:

DCDJFS

- Screen and refer Work Activity participants based on the Sponsor (work site) and participants' needs;
- Investigate complaints from Work Activity participants and Sponsors;
- Provide Worker's Compensation coverage to Work Activity Participants, OAC Rule 5101:1-3-12.3;
- Notify the Sponsor of Work Activity participants who will be absent;
- Notify Sponsor of program changes that directly affect the Sponsor and the participants at the site;
- Work with Sponsor in recruiting and screening participants for employment.

SPONSOR

- Assume responsibility for providing the Work Activity participants with work rules, health, and safety standards, and training vital to efficient performance of the work assignment;
- Provide adequate tools, equipment, and supplies;
- Review position descriptions to ensure that the Work Activity participants are working within the scope of the descriptions;
- Maintain and submit to the DCDJFS accurate written records of time and attendance of Work Activity participants bi-monthly, in accordance with OAC rule 5101:1-3-12;
- Submit time sheets on the 15th and last day of each month;
- Report non-participation immediately if more than two days are missed;
- Provide qualified supervision and training to the Work Activity participants with an emphasis on building job skills, understanding the job duties and responsibilities, completing work assignments, being punctual, and maintaining acceptable work habits;
- Allow Work Activity participants to observe those holidays that are recognized by the Federal government, in accordance with OAC rule 5101:1-3-12;
- Ensure that Work Activity participants are knowledgeable of the work standards they must meet. This includes but is not limited to lunch times, designated break areas, restroom facilities, and location of fire exits;

- Post applicable federal and state health and safety standard and provide reasonable work conditions;
- Ensure that employee labor unions receive notification of the intent to become a WEP Sponsor;
- Ensure that Work Activity participants are not required to perform political or religious activities;
- Notify DCDJFS of changes in supervision, administration, and/or participant duties within one business day;
- Interview qualified Work Activity participants for appropriate job openings;
- Agree to safeguard the Work Activity participant's right to privacy. DCDJFS prohibits the use or disclosure by any party of information concerning eligible individuals except for purposes directly related to Administrative functions of DCDJFS or the Sponsor's responsibilities regarding employment and training;
- Prohibit Work Activity participants to operate any vehicle owned or operated by the sponsor;
- Assign Work Activity participants the maximum number of hours per month allowable, as determined by the DCDJFS, in accordance with OAC rule 5101:1-3-12.

STATEMENT OF TERMS:

The Sponsor agrees that should violation(s) with the terms of this Agreement or any other applicable federal, state or local regulations exist, Work Activity participants will not be assigned to the Sponsor until the violation(s) is corrected. If not corrected to the satisfaction of DCDJFS, this Agreement will be terminated. Amendments to this Agreement are possible only with written notification, signed by both parties and submitted to DCDJFS. This Agreement shall terminate upon written notification from either party.

DISPLACEMENT OF EMPLOYEES:

The Sponsor agrees that no participant shall be assigned to a WEP position when they have removed or discharged a regular employee from said position. The sponsor may not substitute a WEP participant in place of a regular employee. The sponsor shall not hire a WEP participant part-time to circumvent hiring a full-time employee. WEP participants may NOT be assigned to activities which result in the displacement of other persons. Participants shall NOT perform work which has the effect of reducing the work or promotional opportunities of regular employees.

WORKSITE ASSURANCE:

- Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Agreement, or any sub-agreement resulting therefrom, aware of any pending action which might result in such debarment;

- It will comply with all federal, state and local laws including but not limited to any maximum hour provisions of the Fair Labor Standards Act;
- It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996;
- It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Agreement and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99;
- By signing this Agreement, Sponsor certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Chapter 102 and the related provisions of Chapter 2921;
- It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal agreement, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed;
- It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Agreement certifies its exclusion status and that of its principals. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services;
- As a condition of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further assured that Sponsor will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement.
- It agrees to carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and its employees, including the positions created under this Agreement, against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement. Such insurance coverage shall be standard in the industry that Sponsor functions in.

- It agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and it further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or negligent omissions.
- It agrees to notify the county of failed participation hours within 10 days of the failure.

WORKSITE GENERAL INFORMATION

Worksite Organization Name: _____

Address: _____

City: _____ Zip: _____

Organization Tax Identification #: 	Type of Organization: Non-Profit Government Private For Profit
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AGREEMENT PERIOD (commences upon signatures of all parties is valid for 1 year)

WORKSITE AUTHORIZED REPRESENTATIVE

Printed Name: _____

Date: _____

Title: _____

Signature: _____

DCDJFS AUTHORIZED REPRESENTATIVE

Printed Name: _____

Date: _____

Title: _____

Signature: _____