



Worksite Provider Agreement

This agreement is made and entered into this _____ day of _____, 2010 between _____, hereinafter called the WorkNow Kentucky Designee and _____ hereinafter called the Worksite Provider.

Purpose of Agreement

This agreement is entered into for the purpose of providing meaningful work experience during the summer period. The objective of the WorkNow Kentucky experience is that individuals will exit the program having established an employment history and gained work experience, leaving them better positioned to obtain an unsubsidized job when the experience ends.

Worksite Provider Responsibilities

Worksite Providers of WorkNow Kentucky agree to:

- Provide a job title and description for each individual placed. Assure each individual performs only those tasks described in the job description.
- Provide on-site supervision, consistent with what is normally provided for each job;
- Reimburse the WorkNow Kentucky Designee or the Education and Workforce Development Cabinet for placement services upon request;
- Assure that there is sufficient work available to occupy each individual placed;
- Provide sufficient equipment and/or materials to do the job in a sanitary and safe environment;
- Assure that no currently employed worker shall be displaced by an individual placed by the WorkNow Kentucky Designee. This includes partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits;
- Assure that no individual shall be placed in a position from which a worksite employee is currently in lay-off status;
- Limit an individual to the number of hours assigned by the WorkNow Kentucky Designee, not to exceed 40 hours per calendar week. No payment will be made for hours worked in excess of 40 hours per calendar week;
- Allow reasonable access by the WorkNow Kentucky Designee or its authorized agent to the worksite during working hours for the purposes of monitoring;
- Report any personnel problems or injuries as they occur during the course of the placement to the WorkNow Kentucky Designee, _____ at _____;
Designee name Telephone number
- Comply with all WorkNow Kentucky program guidelines, Federal Assurances and Certifications, State and Federal Laws and existing Labor Laws;
- Comply with the Americans with Disabilities Act (ADA); and
- Indemnify and hold harmless _____, the WorkNow Kentucky Designee, Education and
WIB/Fiscal Agent

Workforce Cabinet and the Cabinet for Health and Family Services from any and all losses, claims, expenses, actions, causes of action, costs, damages, and obligations final or otherwise, arising from any and all acts of the Worksite Provider, its agents, employees, licensees, WorkNow Kentucky placed individuals or invitees that result in injury to persons, damage to property or loss arising from performance of this contract, as those injuries, damage or losses relate to any person, corporation, partnership or any other entity.

Job Title	Number Jobs	Pay Rate/Hr.	Hours Per Week	Number of Weeks	Wages Funded in part by TANF ARRA
Total					

Pay Format (To be completed by WorkNow Designee.)

- Bi-weekly Semi-monthly

WorkNow Kentucky - Worksite Agreement

Worksite Provider Information

Check applicable box: Local government State government Private Non-profit

Signatures

- I have read this agreement and understand the provisions contained herein and verify the contents as correctly reflecting the Worksite Provider's commitment.
- I understand and agree to provide training and supervision equivalent to 25% of the wage paid on behalf of the individuals placed and to allow the cost of this provision of supervision and training to be reported as a qualified State expenditure on federally required financial reports.
- I understand that the services performed by the individuals are in a work-relief or work-training program financed in whole or part by federal, state or local government funding and as such are considered non-covered employment that is not reportable for Kentucky Unemployment Insurance tax purposes.
- I understand that 100% of wages and fringe, FICA, Workers Compensation Insurance and other required payroll taxes for individuals placed by WorkNow Kentucky Designee will be paid with WorkNow Kentucky Program funds.
- I understand this agreement is not effective and binding until signed by all parties to the agreement.
- All parties understand that the Worksite Provider may cancel this agreement at any time by notifying the WorkNow Kentucky Designee and submitting a final timesheet for each individual. WorkNow Kentucky Designee shall have the right to cancel this agreement at any time upon fifteen (15) days written notice served upon the Worksite Provider by registered or certified mail with return receipt requested. WorkNow Kentucky Designee may also cancel this agreement immediately for cause upon written notice to the Worksite Provider by registered or certified mail with return receipt requested.

Worksite Provider Signatures

Printed Name

Title

Signature

Date

Legal Business Name

Phone

Address

Federal ID Number

Name and Signature of Worksite Supervisors (attach additional sheet if necessary):

	Printed Name	Signature
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

	Printed Name	Signature
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

WorkNow Kentucky Signatures

Printed Name

Title

Signature

Date