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 | INFORMATIONAL LETTER |
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TRANSMITTAL: 92 INF-11

TO: Commissioners of
 Social Services

DIVISION: Income
 Maintenance

DATE: February 19, 1992

SUBJECT: Employment: Revision to State Model Agreement With
 Worksite Sponsor Agency

SUGGESTED

DISTRIBUTION: Directors of Income Maintenance
 Employment Coordinator
 Staff Development Coordinator

CONTACT PERSON: Employment Programs at 1-800-342-3715, extension
 3-8744

ATTACHMENTS: Attachment I - "Agreement With Worksite Sponsor
 Agency" - available on-line

FILING REFERENCES

Previous ADMs/INFs	Releases Cancelled	Dept. Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
91 INF-5		385.12(e)	250.63	EM v-15	

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The purpose of this release is to provide social services districts with an updated version of the Worksite Sponsor Agency Agreement which appears in 91 INF-5 (January 15, 1991) entitled "Employment: Revisions to State Model Agreements Used for Training and Employment Assistance Programs (TEAP) in Aid to Families With Dependent Children (ADC-Work Supplementation), Home Relief (HR) TEAP, Community Work Experience Programs (CWEP) and Public Work Programs (PWP).

Two revisions have been made to the Worksite Sponsor Agency. These are:

1. Page 4, Item 22 - Deleted.
2. Revised numbers 23 and 24 to 22 and 23 respectively.

Social services districts may begin using the attached updated model immediately.

Oscar R. Best, Jr.
Deputy Commissioner
Division of Income Maintenance

AGREEMENT WITH WORKSITE SPONSOR AGENCY

THIS AGREEMENT, made the _____ day of _____ 19____, by and between _____ in THE COUNTY OF _____, having its offices at _____

hereinafter designated the "DEPARTMENT" and

(Name of Sponsor and Address)

hereinafter designated the "SPONSOR"

WHEREAS, the Department is authorized, pursuant to Section 164 of the Social Services Law of the State of New York, to provide for the establishment of work experience projects for the assignment of employable persons in receipt of Home Relief (HR) and pursuant to the code of Federal Regulations Title 45, Part 238 and Section 336-c of the Social Services Law of the State of New York, and employable persons in receipt of Aid to Families with Dependent Children (ADC). Work experience projects may also include the performance of work in the operation of or in an activity of a governmental unit, a non-profit agency or institution pursuant to a contract with the Department in accordance with regulations of the State Department of Social Services, and

WHEREAS, the Sponsor is a state or federal government institution, a municipality, a public agency, or a public or private non-profit corporation desiring to provide work experience for recipients of Home Relief and Aid to Dependent Children under a contract complying with such provision of law and regulations;

NOW, THEREFORE, in consideration to the premises it is agreed as follows:

1. The Department shall assign to the Sponsor employable recipients of Home Relief or Aid to Dependent Children (hereinafter called "Participants") to whom the Sponsor shall assign work in accordance with the provisions of this agreement and applicable law and regulations.
2. The work to be performed by such Home Relief or Aid to Dependent Children recipients shall be useful, productive and shall provide experience which will maintain or develop work habits, maintain or improve existing skills, or develop new skills leading to self-sufficiency.

3. Such work shall be performed at the Sponsor's Office or at such other worksite locations as shall be mutually agreed upon between the Department and the Sponsor. The work experience site, however, must serve a useful public purpose in fields such as health, social services, environmental protection, education, urban and rural development and re-development, welfare, recreation, operation of public facilities, public safety and child day care.
4. No participants shall be used to replace or to perform any work ordinarily and actually performed by regular employees, or to replace or to perform any work which would ordinarily be performed by craft or trade unions in private employment.
5. The assignment of a participant to a work experience program must not result in:
 - a. the displacement of any currently employed worker or loss of job or position, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits, or result in the impairment of existing contracts for services or collective bargaining agreements;
 - b. the employment or assignment of a participant to a position when any other person is on layoff from the same or any equivalent position or the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the effect of filling the vacancy so created with such participant; or
 - c. any infringement of the promotional opportunities of any currently employed person.
6. Work experience positions shall not be developed at religious or religiously affiliated institutions unless the conditions described in Section 385.12(e) of Department rules and regulations are met.
7. Participants shall receive credit for work performed for the Sponsor at the Federal or State minimum wage or the prevailing wage for comparable work, whichever is higher. No participant shall be required to work for more than the number of days necessary to earn an amount equal to his or her public assistance grant or for more than eight hours in a day, or for more than 40 hours in any one week, or for more than the customary full-work week of the Sponsor if that is less than 40 hours per week. The Department will advise the Sponsor as to the number of mandatory work hours for each participant for each month, based upon the rate specified in this paragraph.
8. Appropriate standards of health, safety and other work conditions will be established and maintained to ensure that the participants are adequately protected against hazards or activities which may adversely affect their health or safety.
9. Participants will be required to perform only those activities that are within their physical capabilities.

10. The Sponsor will maintain time records with respect to all participants, adequate to meet the needs of the Department, which shall be furnished to the Department (weekly) (bi-weekly) (monthly). Such time records will include the Sponsor's name, the participant's name and the period covered by the report. The Sponsor will notify the Department if an individual refuses/fails to perform assigned responsibilities. (Call if participant misses 3 days in a month)
11. There will be no discrimination on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, prior criminal record, mental or physical disability, or veteran status.
12. Each participant's work will be so scheduled as to make time available for him or her to seek regular employment and/or secure appropriate training or retraining opportunities that may be available, as well as necessary time to meet with Department staff.
13. Participants shall not be required to travel an unreasonable distance from their homes (generally a round trip lasting more than two (2) hours) or remain away from their home overnight for the purpose of participating in a work experience assignment.
14. Participants shall be provided appropriate workers' compensation or equivalent protection for on-the-job injuries and tort claims protection on the same basis as they are provided to other persons in similar employment.
15. The Sponsor shall promptly notify the Department of a participant's absence (whether for illness or otherwise), except when such absence is on a pre-planned basis approved by the Department. Such notification shall include prompt telephone notice to the Department followed by written confirmation, if requested. The Sponsor shall report any injury to or illness of any participant.
16. The Sponsor shall provide adequate supervision to the participant. These supervisors will cooperate in reviewing performance and attitude of all participants with a representative of the Department at regular and mutually convenient intervals.
17. The Department will provide transportation, or meet the cost of transportation, provide necessary allowance for lunches and child care and provide other supportive services as may be required for participation. Allowances for lunch shall not exceed \$2.00 per day for recipients of Aid to Families with Dependent Children.
18. It is understood that the Sponsor shall provide any special clothing, specific tools or equipment which may be required for the participants to perform the work assigned by the Sponsor.
19. Participants may be assigned to work requiring the use of a motor vehicle. The Sponsor shall provide the motor vehicle and adequate liability insurance for such motor vehicle which shall cover the participant who may be operating it on behalf of the Sponsor. Only properly licensed participants shall be assigned to such duties.

- 20. The Sponsor may discharge any participant at will, provided that the Sponsor shall furnish the Department with written evaluation of the participant's work performance and the reason for the termination.
- 21. The Sponsor may offer full-time paid employment to any participant provided the Sponsor has furnished to the Department written notice of such offer, and the participant's acceptance or rejection thereof, including details as to the job description, wages and date of employment.
- 22. This agreement shall take effect as of _____, 19__ and may be terminated at any time by either party upon 30 days written notice by registered or certified mail, return receipt requested.
- 23. This agreement shall not be modified except by a further written agreement signed by both parties.

In witness thereof, the parties have executed this agreement on the day and year first mentioned.

BY: _____, Commissioner
_____ County Department of Social Services

BY: _____
Sponsor Agency