

WEP TRAINING SITE AGREEMENT

This is a Work Experience Program (WEP) agreement between the Cabinet for Health and Family Services, hereinafter designated as the Department for Community Based Services (DCBS) and _____

The Training Site Agency agrees to the following:

- A. The length of this agreement is _____ months with _____ hours of participation required each week for Kentucky Works Program (KWP) [~~The number of hours required for participation in the Supplemental Nutrition Assistance Program (SNAP) Employment and Training Program (FSETP) may vary from month to month~~];
- B. To maintain and retain accurate time and attendance records daily on each WEP participant and verify this information on form KW-33 [PA-33], Verification of Kentucky Works Program Participation, which will be submitted by the KWP WEP participant monthly [~~or form FSET-145, ETP/WEP Activity Report, submitted by the ETP participant~~];
- C. To complete all questionnaires sent from DCBS to the Training Site Agency regarding the operation of the agreement. Verification of hours of participation in [~~ETP and KWP~~] WEP are maintained weekly and reported monthly;
- D. No currently employed worker shall be displaced by a WEP participant. This includes partial displacement such as reduction in the hours of regular [~~nonovertime~~] work, wages, or employment benefits;
- E. No WEP participant shall infringe in any way upon the promotional opportunities of currently employed individuals;
- F. If no formal procedures for resolving employee grievances and/or complaints exist, the Training Site Agency will abide by the statewide grievance procedures for resolving grievances and/or complaints about WEP activities and any final decision rendered therein. Trainee grievances and/or complaints will be forwarded to DCBS [~~the Department for Community Based Services~~] for resolution through the conciliation and/or administrative hearing process;
- G. To comply with the Americans with Disabilities Act (ADA);
- H. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied training in the administration of or in connection with any such program because of race, color, religion, sex (including gender identity and sexual orientation), national origin or ancestry, age, disability, reprisal or retaliation for prior civil rights activity, or political affiliation or belief;
- I. To maintain the confidentiality of all information whether written or verbal provided by or about any participant seeking or receiving services under this Training Site Agreement except as approved and authorized in writing by the participant, or as otherwise authorized by law;
- J. To provide participants a safe training place. To ensure that where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, as amended, the participants shall not be required or permitted to be trained or receive services in buildings or surroundings or under training conditions which are unsanitary, hazardous, or dangerous to the participants' health and safety. Additionally, participants shall be provided adequate equipment and materials to complete each job in a safe environment;
- K. To report any injury immediately to the proper DCBS representative and to conduct investigations and submit reports as directed by DCBS. The participant in training is not eligible for worker's compensation. In the event of an injury, medical insurance pays medical costs;
- L. To hold the cabinet [Cabinet] harmless from any and all losses, claims, expenses, actions, causes of action, costs, damages, and obligations arising from any and all negligent acts or omissions of the Training Site Agency, its agents, employees, licensees, invitees, or WEP participants that result in injury to persons, damages, or losses relative to any person, corporation, partnership, or any other entity;
- M. To provide sufficient training to ensure development of appropriate skills, to provide new tasks after mastery of each skill, and to provide adequate participant instruction and supervision at all times;
- N. To assure that WEP participants will not be involved in partisan political activities;
- O. To report any personnel problems to the proper DCBS representative;
- P. To allow the DCBS representative access to the training site during working hours for the purposes of counseling participants and for monitoring;
- Q. That no WEP participant will be removed from training without prior notice to the DCBS representative in order to provide an opportunity for correction or improvement;
- R. That costs incurred by the Training Site Agency due to participation in WEP will not be reimbursed. Those expenses include, but are not limited to, capital expenditures, depreciation, the cost of making or acquiring materials or equipment, or the cost of training and supervision of WEP participants;
- S. The following signature hereby certifies that the Training Site Agency hereinafter is legally entitled to enter into this contract with the Cabinet for Health and Family Services, Department for Community Based Services, and certifies that the Training Site Agency is not and will not be violating either directly or indirectly any conflict of interest statute [KRS 45A.330, 45A.340, 45A.990, 164, 390, 210.110, 210.990(1)] or any other applicable statute] by the performance of this contract; and

T. The following signature certifies that the Training Site Agency shall not engage in nepotism by accepting a WEP participant under this contract if the WEP participant is a member of the immediate family of any company employee engaged in an administrative capacity or having supervisory responsibility for WEP participants.

Participant Name _____ SSN _____

Address _____

_____ Phone No. _____

Training Site Agency Name _____

Address _____

_____ Phone No. _____

Normal function of Training Site Agency _____

Name of participant's immediate supervisor _____

Normal agency hours _____ to _____

Beginning training date _____

Participant's training activities (specify each task and time frame for completion/mastery)

Equipment to be used _____

TRAINING SITE AGENCY REPRESENTATIVE

DATE SIGNED

The Participant agrees to the following:

I understand and agree that I will not be an employee of the Training/Work Site Agency.

I understand I will not receive any wages or other benefits received by employees of the Training/Work Site Agency while I am participating in a Work Experience Program.

I further understand and agree that because I am not an employee, I will not be eligible for Worker's Compensation Benefits in the event of accident or injury. I know to report any injury to the Training/Work Site Agency and to the Department for Community Based Services.

PARTICIPANT

DATE SIGNED

DCBS WORKER [REPRESENTATIVE]

DATE SIGNED

NOTICE OF DISCONTINUANCE

This is to inform you that effective _____, the WEP Training Site Agreement signed on _____ will be discontinued for the following reasons:
