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 | INFORMATIONAL LETTER |
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TRANSMITTAL: 91 INF-5

TO: Commissioners of
 Social Services

DIVISION: Income
 Maintenance

DATE: January 15, 1991

SUBJECT: Employment: Revisions to State Model Agreements Used
 For Training and Employment Assistance (TEAP) Programs
 in Aid to Families with Dependent Children (ADC-Work
 Supplementation), Home Relief (HR) TEAP, Community
 Work Experience Programs (CWEP) and Public Work
 Programs (PWP)

SUGGESTED

DISTRIBUTION: Director of Income Maintenance
 Employment Coordinator
 Staff Development Coordinator

CONTACT PERSON: Local District Technical Advisor for Employment
 Programs, at 1-800-342-3715, extension 3-8744.

ATTACHMENTS: Attachment I - "Local District/Employer Agreement" -
 available on-line.
 Attachment I.A. - "Training and Employment Assistance
 Program Summary" - available on-line.
 Attachment I.B. - "Union Concurrence" - available
 on-line.
 Attachment I.C. - "TEAP Participant Statement of
 Understanding" - available on-line.
 Attachment II - "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. |
|-----------------------|-----------------------|-------------|---|-------------|------------|
| 90 ADM-27 | | 385.12(e) | 336-c | | |
| 88 ADM-43 | | | | | |
| 87 ADM-52 | | | | | |
| 89 INF-53 | | | | | |

This release provides local social services districts (SSDs) with revised State model agreements which are recommended for use in the implementation of specific activities under the Job Opportunities and Basic Skills Training (JOBS) Program. These revisions are necessitated by program changes described in 90 ADM-27, which took effect October 1, 1990. Agreements made prior to that date are not affected.

Revision to Attachment I "Local District/Employer Agreement"

District attention is specifically directed to page 2, numbers 4. and 5., which require employer assurance that each work supplementation position is a new position that did not previously exist, and that the participant will be retained upon successful completion of the work supplementation period. This means that districts should review their local equivalent employer agreements dealing specifically with ADC participants, and include appropriate assurances that these requirements will be met.

The following attachments remain basically unchanged:

1. Attachment I.A. "TEAP Program Summary" (previously referred to as Appendix A cited in 88 ADM-43);
2. Attachment I.B. "Union Concurrence";
3. Attachment I.C. "TEAP Participant Statement of Understanding".

Specific Revisions to Attachment II "Agreement With Worksite Sponsor Agency"

1. Opening Paragraph - Social Services Law citation relating to work experience projects is changed from section 350-k to section 336-c;
2. Number 2. - language which emphasizes that the desired purpose of work experience is self-sufficiency;
3. Number 3. - language which requires that worksites serve a useful public purpose such as those in health, environmental protection, education, public safety, child day care, etc. and which gives examples of such worksite locations;
4. New number 5. - language which prohibits displacement;
5. New number 6. - language pertaining to the use of religious establishments as worksites;
6. Old numbers 5. through 10. are renumbered 7. through 12.;
7. New number 13. - language which prohibits unreasonable distance to travel to worksite and overnight travel;
8. Old numbers 11. through 21. are renumbered 14 through 24;

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9. Number 17.- third line now reads "care, and provide other supportive services as may be required for ...".

Local Equivalents

Districts are encouraged to utilize these State approved model agreements, reproduced locally, but they may design local equivalents. Any locally designed agreement must, at a minimum, incorporate the language provided in the State approved model. Any request by SSDs for the approval of local equivalents are to follow the procedures described in 89 INF-53 and pages 12-1 through 12-5 of the Local District Manager's Guide.

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

LOCAL DISTRICT/EMPLOYER AGREEMENT

HR-TEAP Agreement No. _____
Work Supplementation (ADC-TEAP) Agreement No. _____

This AGREEMENT is by and between _____,
(hereinafter referred to as the "District") with offices located at _____ and
_____ (hereinafter
referred to as the "Employer") with offices located at _____.

WITNESSETH:

WHEREAS, pursuant to section 336-b and section 336-f, of the Social Services Law, social services officials may establish training and employment assistance programs for provision of on-the-job training by private employers supported in part by Home Relief and Aid to Dependent Children funds by agreement with such employers, and

WHEREAS, social services officials may assign Home Relief and Aid to Dependent Children recipients to on-the-job training with such employers in accordance with said written agreement and an approved project plan, and

WHEREAS, social services officials are authorized to provide for the transfer of Home Relief and Aid to Dependent Children funds to an employer with whom there is in effect such written agreement, and

WHEREAS, section 336-b and section 336-f of the Social Services Law provide that such funds which are so transferred must be used by the employer as reimbursement for part of the costs incurred in providing on-the-job training to Home Relief and Aid to Dependent Children recipients, and

WHEREAS, the Employer is a private employer within the meaning of section 336-b and section 336-f of the Social Services Law and is able, ready and willing to provide on-the-job training to certain Home Relief and Aid to Dependent Children recipients.

NOW, THEREFORE, the District and the Employer agree as follows:

1. Employer agrees to hire the person named as Participant in Attachment I.A. entitled "Training and Employment Assistance Program Summary" which is attached hereto and made part of this Agreement.
2. Employer shall provide on-the-job training to the aforementioned Participant in accordance with Attachment I.A. and shall provide during the period indicated in said Attachment I.A. all instruction, services, materials, equipment and supplies necessary therefore.

3. Employer shall accord Participant any and all rights, privileges and benefits enjoyed by other employees in conformity with any applicable company/union policy and any applicable Federal or State laws.

For ADC TEAP Participants Only:

4. Employer certifies that the position for which work supplementation is provided is a new position which did not previously exist.
5. Employer agrees to retain the participant identified in Attachment I.A. upon satisfactory completion of the work supplementation program.
6. Employer agrees not to displace currently employed workers with Participants listed in Attachment I.A.
7. District shall reimburse Employer at the rate set forth in Attachment I.A. for each Participant.
8. District shall reimburse Employer upon receipt of properly certified invoices listing each participant's name, social security number, occupation, workdays, and cost incurred in providing on-the-job training to each participant for the indicated billing period.
9. The employer agrees not to discriminate against any employee or applicant for employment or on-the-job training because of race, creed, color, national origin, sex, disability, or marital status.
10. This Agreement shall take effect on _____ and shall be terminated on _____, unless sooner terminated pursuant to Paragraph 11 below.
11. This Agreement may be terminated by either the District or the Employer upon written notification to the other party ten (10) days in advance of termination date. That portion of the Agreement pertaining to a specific participant is severably terminated automatically in the event that the participation of such participant in on-the-job training should cease prior to completion. Employer shall, in said event, notify District of such cessation of participation/employment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DISTRICT

EMPLOYER

BY

BY

TITLE

TITLE

DATE

DATE

Training and Employment Assistance Program Summary

HR-TEAP Agree

| 1. | 2. | 3. | 4. | 5. | 6. | 7. |
|-----------------------------------|------------------|---------------------|---------------------|------------------------|--------------------------|----------------------------|
| Home Relief Participant's Name | Starting Date | Termination Date | Number of Months | Hourly Wage Rate | Weekly Gross Wages | Reimburse Rate Montl |
| | | | | | | |

Special Instructions for HR TEAP

1. If a recipient works less than a month, the amount of reimbursement will be pro in the month (usually 20).

EMPLOYEE'S JOB TITLE:

JOB DESCRIPTION: (Duties, Tasks, Variables, etc.):

Work Supplementation (ADC-TEAP) Agreement No

| 1. | 2. | 3. | 4. | 5. | 6. | 7. |
|--|------------------|---------------------|---------------------|------------------------|--------------------------|----------------------------|
| Aid To Dependent Children Participant's Name | Starting Date | Termination Date | Number of Months | Hourly Wage Rate | Weekly Gross Wages | Reimburse Rate Montl |
| | | | | | | |

Special Instructions for Work Supplementation (ADC TEAP)

1. If an ADC recipient works less than a month, the employer will be reimbursed : flat rate).

EMPLOYEE'S JOB TITLE:

JOB DESCRIPTION: (Duties, Tasks, Variables, etc.):

ADDENDUM TO:

HR-TEAP Agreement # _____

Work Supplementation (ADC TEAP) Agreement # _____

UNION CONCURRENCE

As representative of _____
(union affiliate) Local # _____, I am aware of the nature
of the _____ County Department of Social Services' Training
and Employment Assistance (TEAP) Program, and fully condone the hiring of
Participants through a mutually acceptable agreement of such stated rates of
pay.

Union Representative _____

Title _____

Date _____

TRAINING AND EMPLOYMENT ASSISTANCE PROGRAM
PARTICIPANT STATEMENT OF UNDERSTANDING

Name _____ Address _____
Case # _____/CIN# _____
Social Security Number _____

I understand that I have been selected to participate in the Training and Employment Assistance Program (TEAP), which provides on-the-job training with private employers or private not-for-profit corporations for a specified period of time. In connection with my participation in this program, I have been advised that:

1. For purposes relating to work requirements, I shall be considered employed.
2. I will be paid wages by the employer comparable to other new employees in the same occupation, and in no case less than the minimum wage set by law.
3. During my on-the-job training, the employer will receive from social services, an amount equal to or less than my public assistance grant to offset the cost of training me on-the-job.
4. I will be entitled to all the rights, privileges and benefits enjoyed by other employees in conformity with any applicable company/union policy and federal or State laws.
5. My eligibility for medical assistance will not be affected during the period in which I am participating in TEAP.
6. My continuing eligibility for food stamps will be based on my earnings.
7. Upon successful completion of on-the-job training, I should be retained on the job as a regular employee.
8. I may be ineligible for public assistance and possibly medical assistance for a period of at least 30 days and shall remain ineligible thereafter if I willfully and without good cause:

(FOR HOME RELIEF AND AID TO DEPENDENT CHILDREN)

- a. refuse referral to an on-the-job training opportunity; or
- b. fail to report to the employer for a job interview; or
- c. refuse an offer of employment; or
- d. voluntarily terminate employment; or
- e. bring about my own termination from employment.

Subsequent refusals may result in additional periods of ineligibility as established by Department regulations.

Participant Signature Date Witness Date

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 nonprofit 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. The Contractor hereby agrees to indemnify and save harmless the State of New York and the County of _____, their officers, employees and agents from and against all liability, loss or damage the County may suffer as a result of any claims, demands, costs, judgements or damage to County property in the care, custody or control of the Contractor, arising directly or indirectly out of this Agreement including losses arising out of the negligent acts or omissions of the Contractor. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the Contractor to indemnify the State and the County, their officers, agents or employees from its or their sole negligence. Contractor affirms that he will comply in the performance of the Contract with all applicable provisions of the Labor Law, Workers' Compensation Law, State Employment Insurance Law, State General Obligations Law, Federal Social Security Law and any and all rules and regulations promulgated by the Federal Department of Labor and/or the Commissioner of Labor of the State of New York and any other applicable laws, rules and regulations and all amendments and additions thereto.
23. 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.
24. 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