

Contract No.: CWEP-

FEIN No.: _____

Workers Comp. No.: _____

Number of Positions: _____

**COMMUNITY WORK EXPERIENCE PROGRAM (CWEP) CONTRACT
BETWEEN
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
AND**

THIS CONTRACT is made this _____ day of _____, 20 _____,
by and between the West Virginia Department of Health and Human Resources, Division
of Family Assistance and/or _____ County Office (hereinafter referred to
as the "Department") and (hereinafter referred to as "Contractor").

WITNESSETH

This Contract is entered into for the purpose of providing work experience for eligible persons under the Community Work Experience Program (hereinafter referred to as "CWEP") offered by the Department. CWEP is designed to afford certain cash assistance recipients a work placement in the nonprofit public service sector within the original intent of The Family Support Act of 1988 (P.L. 100-485) and continued under the intent of The Personal Responsibility Work Opportunity Reconciliation Act of 1996 (P.L. 104-193).

WHEREAS, the Department has implemented and is responsible for CWEP which is authorized by the Personal Responsibility Work Opportunity Reconciliation Act of 1996 and Chapter 9, Article 9, of the West Virginia Code as amended and operated as one of several activities of the WV WORKS Program; and

WHEREAS, the purpose of CWEP is to provide certain Temporary Assistance to Needy Families (hereinafter referred to as "TANF") recipients an opportunity for experiences intended to establish, maintain, and promote work skills and habits to better prepare the recipient for movement into unsubsidized employment; and

WHEREAS, the Contractor is a federal, state, or local public agency/organization or a not for profit employer/organization which shall provide CWEP participants the work environment and supervision necessary in projects which serve a useful public purpose in fields such as health, social service, environmental protection, education, urban and rural development, welfare, recreation, public activities, public safety and day care, with the goal of enabling a participant to become employable; and

WHEREAS, the above named Contractor wishes to participate in CWEP as administered by the Department.

In consideration of the foregoing recitals and of the mutual covenants contained herein, the parties agree as follows:

I. RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor shall perform its duties in accordance with Title IV of the Social Security Act, as amended, and the regulations, procedures, rules and standards promulgated thereunder as they may from time to time be amended. The Contractor shall comply with all applicable federal, state and local law, rules and regulation which deal with or are related to the performance of the Contract. This Contract does not abrogate the provisions of United States Fair Labor Standards Act as that act has been amended and as that act may apply to this Contract.
2. The Contractor agrees that Contractor will not discriminate under this Contract on the basis of age, race, creed, color, sex, handicap or national origin. Civil rights disputes under this Contract may be processed and appealed according to equal opportunity provisions established by the Department of Health and Human Services, 45 C.F.R. Part 80 and, to the extent applicable, in accordance with Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder and all other similar or succeeding provisions of state and federal law. The Contractor further agrees to comply with the requirements of the Americans with Disabilities Act (P.L. 101-336) as may be amended.
3. The Contractor warrants that CWEP participants assigned to said Contractor, though not employees, shall be treated in the same manner as if they were employees for purposes of this Contract subject to such other provisions as may be included herein. This provision is included for the purpose of protecting CWEP participants from mistreatment or abuse by the employer or employees due to the CWEP participant's status as a work/training experience participant rather than as an employee.
4. The Contractor agrees to maintain the confidentiality of any information regarding CWEP participants or their immediate families which may be obtained through participants forms, interviews, checks, reports from other agencies or counselors, or any other sources, without the permission of the registrant. Such information shall be divulged only as necessary for purposes related to the performance or evaluation of this Contract, including the furnishing of services to the project and program under any subcontracts and then, only in accordance with state and federal law and regulation. Violation of state and/or federal confidentiality laws may result in criminal and/or civil penalties.
5. The Contractor agrees that CWEP placements will not:
 - a. Result in the displacement of currently employed workers, including partial displacement, such as a reduction in hours of non-overtime work, wages, or employment benefits;
 - b. Impair existing agreements for services or collective bargaining agreements;

- c. Result in the employment or assignment of a participant or the filling of a position when any other person not supported under this program is on layoff from the same or a substantially equivalent job within the same organizational unit, or when an employer has terminated any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this program;
 - d. Infringe in any way upon promotional opportunities of persons currently in positions not funded under this program; and
 - e. Result in the filling of any established unfilled position vacancy by a CWEPP participant.
- 6. The Contractor shall provide qualified supervision and specific job experience instructions to participants. The supervisor-to-participant ratio shall correspond with the established policy of the Contractor regarding the Contractor's supervisor-to-employee ratio. The Contractor shall provide all necessary supplies, equipment, materials, clerical and such other services as may be required to fulfill the purpose of this program.
- 7. The Contractor agrees to keep an attendance record and submit all monthly attendance reports on the Division of Family Assistance Participant Time Sheet to the Department by the 5th working day of the following month. (See Attachment A.)
- 8. The Contractor agrees to provide notification of the grievance procedures regarding displacement to both regular employees and CWEPP participants. This notification will include displaying posters or notices, provided by the Department, in a prominent place at the work site location.
- 9. The Contractor agrees to require the participant's supervisor to attend any conciliation conference, good cause interview or administrative hearing of the Department related to the participant when such supervisor's presence and testimony may be requested.
- 10. The Contractor shall provide a safe working environment for all participants in the same manner as is required under state and federal laws, rules and regulation covering regular employees.
- 11. The Contractor shall provide a drug free work place.
- 12. The Contractor shall preserve and make available Contractor's records concerning all work performed under this Contract for a period of three years from the date of cancellation of this Contract or for such longer period, if any, as may be requested by the Department and/or as may be required by applicable law.

13. The Contractor agrees that the Secretary of Health and Human Services, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after cancellation of this Contract, have access to and the right to examine any directly pertinent books, documents, papers, records, and facilities of the contractor involving activities related to this Contract.
14. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
15. The Contractor may terminate the placement of any participant who does not cooperate in the program after allowing the participant a reasonable opportunity to adjust to or improve in performance and after consultation with the Department representative. The Contractor may immediately terminate the placement of any participant for gross misconduct. The Contractor must provide written notification to the Department and participant stating the specific reason.
16. Contractor shall not provide any direct remunerations to participants except as may be permitted hereunder and Contractor shall report to the Department any payments made to the participants.
17. The Contractor shall provide Workers' Compensation coverage for each participant.
18. The Contractor shall pay CWEP participants at the same rate of pay as would be permitted to regular employees if participants hereunder are required to work in excess of their hours of participation stated in their CWEP Individual Participation Agreement. Such hours worked and salary payments made shall be reported to the Department by the Contractor. (See Attachment B.)
19. The Contractor agrees that no CWEP participant will be permitted to perform volunteer services for the Contractor during the time the individual is assigned as a CWEP participant.
20. The Contractor agrees to complete the Job Experience Description Form for the participants which includes the education, experience and skill requirements for the position. (See Attachment C.)

II. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall provide the participant with a basic cash assistance grant. In addition, an allowance for transportation and incidental expenses directly connected with participation in the CWEP program will be provided to participants for each month of participation.

2. The Department shall be responsible for the selection and assignment of participants. Periodic reviews of job activity will be done to determine progress made by participants. Individuals may not be assigned to the same CWEP Contractor in excess of a twelve-month period during any one assignment. Transfer of participants in this program to other activities shall be arranged by the Department. The Department reserves the right to remove or replace any participant and in no manner warrants or guarantees that any or all of the positions with the Contractor will be filled.
3. The Department shall notify the Contractor of decisions regarding assignment, removal and replacement of participants as such decisions are made.
4. The Department shall notify the Contractor of the following:
 - a. The name of the participant.
 - b. The starting and ending date of the work experience.
 - c. The type of occupation or activity anticipated.
 - d. The number of hours the participant is permitted to participate per month subject to standards provided for additional and/or overtime work.

This information will be provided on the CWEP Individual Participation Agreement Form. (See Attachment B.)

5. The Department shall be responsible to provide the Contractor with pertinent information regarding the administration of CWEP.
6. The Department shall provide Contractor with the forms required to be used in performance of this Contract. (Samples of these forms are included as part of this Contract as Attachments A through D.)

III. GENERAL PROVISIONS

1. This Contract shall become effective as of the date signed by both parties and shall continue in effect until June 30,_____.
2. The maximum number of participants who may be assigned to the Contractor at any one time is _____.
3. This Contract may be amended by the express agreement of the Department and the Contractor reduced to writing on the Addendum/Renewal Form and incorporated herein. (See Attachment D.)
4. This Contract may be renewed on an annual basis, by use of the Addendum/Renewal Form signed by all parties. Renewals shall be under the same terms and conditions as this Contract, unless amended pursuant to this Contract. (See Attachment D.)

5. Nothing in this Contract shall be deemed to obligate or encumber any monies of the State of West Virginia from the general revenue fund or otherwise.
6. Nothing in this Contract shall be deemed to abrogate or otherwise waive the provisions of the West Virginia Constitution providing for the immunity of the state from liability of any nature.
7. This Contract and its execution are subject to all applicable West Virginia laws and regulations. The Contract shall be construed and interpreted according to the laws of the state of West Virginia.
8. This Contract may be terminated by either party with thirty days prior written notice to the other party with or without cause. Failure by either party to comply with responsibilities outlined in this Contract may be cause for immediate termination of the Contract.
9. In the event of the passage of federal or state legislation that would inhibit the department's ability to administer CWEP, the Department may terminate the Contract immediately with written notice.
10. Waiver and breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed and agreed to by the designated representatives of the parties and attached to the Agreement Contract.

IV. DESIGNATION OF REPRESENTATIVES

1. The Department and the Contractor shall each designate a representative for coordination and effectuation of the performance of this Contract, as follows:

For the Department:

Name: _____

Title: _____

Address: _____

Phone Number: _____

For the Contractor:

Name: _____

Title: _____

Address: _____

Phone Number: _____

V. ENTIRE CONTRACT

This Contract consists of pages 1 through 7 and Attachments A-D. This Contract constitutes the complete, total and final agreement between the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement shall be deemed to exist as to bind the parties hereto. No amendment or other modification changing this Contract shall have any force or effect unless it is in writing and duly executed by the parties. Said modification will be incorporated as a written amendment to the Contract.

IN WITNESS WHEREOF, the parties have hereunto caused this Contract to be executed, by their duly authorized officials.

For the Department:

By: _____
Signature

Title

Date

For the Contractor:

By: _____
Signature

Title

Date