

## HOST AGENCY WORKSITE AGREEMENT

### TYPE OF AGENCY

- Government Agency  
 Non-profit (exempt under Section 501(c)3 of IRS code)

### FUNDING SOURCE

- Federal  
 Non-Federal

This agreement is entered into between \_\_\_\_\_ (Host Agency) and Quality Career Services.

As a condition of its selection to be a Host Agency, the Agency agrees to:

1. **Enrollees are employees of Quality Career Services, not of the Host Agency stated above.**
2. Develop a training/work description for the enrollee and adhere to that description.
3. Establish a training/work schedule with the enrollee, adhere to that schedule and notify Quality Career Services five (5) working days in advance of any schedule change.
4. Assure that enrollees do not volunteer or bank hours.
5. Provide enrollees with orientation, day to day direct supervision, instruction, training and promptly notify Quality Career Services of any change in an enrollee's designated supervisor.
6. Furnish any tools, equipment and supplies required by enrollees to perform their assignments with the Host Agency.
7. Provide enrollees with a work place that is safe, healthful, and free of drugs and alcohol, and follow all laws governing work place safety.
8. Report all on-the-job accidents by calling Quality Career Services' office within 24 hours, complete a supervisor's accident report, and provide all requested follow-up.
9. Provide Quality Career Services with accurate and timely in-kind reports and time sheets of enrollee hours. Time sheets must be signed and completed in ink by the enrollee and the enrollee's supervisor. Any corrections to the time sheet must be initialed by the enrollee and verified by the Host Agency supervisor by initialing the change.
10. Compensate enrollees for all time worked which was not expressly authorized by Quality Career Services and release Quality Career Services from liability for all conduct occurring outside of enrollee work schedules.
11. Make every effort to assist enrollees in obtaining employment not subsidized by Quality Career Services by providing them with job skills and training, and by considering them for employment when appropriate openings occur.
12. Ensure that the enrollees' activities will either create new and/or expand existing community services only. These activities shall not displace or replace existing employees with an enrollee by reducing hours or employment benefits, layoff, or requiring enrollees to perform the work of persons on layoff. These activities shall not impair existing contracts for service or substitute federal funds for other funds in connection with work that would otherwise be performed. These constitute Maintenance of Effort violations, which are illegal.
13. Obtain the written concurrence of the bargaining agency should this position be covered under a collective bargaining agreement.
14. Assure that enrollees are not subject to discrimination based on age, race, color, religion, sex, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
15. Assure that enrollees are not assigned to positions that involve political activities on behalf of either partisan or non-partisan groups.
16. Assure that enrollees will not be employed on the construction, operation, or maintenance of any facility used for sectarian instruction or as a place for religious worship.
17. Assure compliance with the provisions of the Hatch Act which limits the political activity of employees.

18. Assure compliance with Quality Career Services' nepotism policy.
19. Permit enrollees to attend required meetings and training provided by Quality Career Services.
20. Meet with Quality Career Services' representatives at least annually to discuss Host Agency rights and responsibilities and attend Quality Career Services' training sessions when possible.
21. Follow policies, procedures, and practices established by Quality Career Services pursuant to federal law and regulations.
22. Comply with the provision of the Minnesota Right-To-Know Act of 1963 which requires employers to evaluate their work places for the presence of hazardous substances, harmful physical agents and infectious agents, and to provide training to employees concerning those substances or agents to which employees are exposed.
23. Comply with the provision of Minnesota Statute 13.435 governing the data privacy of all data collected, received, maintained or disseminated under this agreement.
24. Assure that no funds provided under Title V of the OAA or this part may be used in any way to assist, promote or deter union organizing.

Quality Career Services agrees:

1. To be responsible for the administration and fiscal components of the Program, including the provision of salary and fringe benefits as required by law.
2. To provide the Host Agency with an orientation and periodic updates on the goals and objectives of the Program.
3. To recruit and refer eligible applicant(s) to the Host Agency to be interviewed, and when such applicant(s) meet the Host Agency's approval, to assign the applicant to the Host Agency.
4. To counsel both with the enrollee(s) and the Host Agency Supervisor(s), in matters pertaining to training assignment performance, IEP requirements, Job Club participation, and unsubsidized employment.

The Host Agency is a non-profit, nonpartisan organization that is either a public agency or a private nonprofit organization that is tax exempt under Section 501 (c)(3) of the IRS code. The Host Agency understand that it has no inherent right to an enrollee and that Quality Career Services may reassign enrollees and/or enrollee positions at any time according to the needs of the enrollee, the needs of the community, and the rules, regulations and management policies governing the Senior Community Service and Employment Program. Neither Quality Career Services nor its employees or enrollees have the authority to change or waive applicable federal law or regulations. **Enrollees are employees of Quality Career Services, not of the Host Agency stated below.** This agreement is effective for a period of one year from the date below and automatically renewing for additional one year terms unless terminated by either party.

Host Agency		Phone Number	
Address	City	State	Zip

Host Agency Representative's Signature	Date
Quality Career Services Representative's Signature	Date