

COUNTY OF SCOTT EMPLOYMENT AND TRAINING WORKSITE AGREEMENT

THIS AGREEMENT, by and between the County of Scott, Minnesota, through Scott County Health and Human Services Board, Government Center 300, 200 Fourth Avenue West, Shakopee, Minnesota, hereinafter referred to as the "County," and

_____, Minnesota, hereinafter referred to as "Worksite."

RECITALS:

- a. Funds are available to County for the purpose of administering and directing employment and training experiences to qualified participants.
- b. Worksite is qualified to furnish an appropriate worksite.
- c. County is desirous of entering into an Agreement with Worksite whereby Worksite will offer participants work activities and assignments that would be of service to the community and offer valid work experience to participant.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Worksite hereby agree as follows:

1. Term of Contract:

This agreement shall remain in effect from _____ to _____, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first, unless it is terminated early as provided herein.

2. Worksite Obligations

Worksite agrees to provide work opportunities for County identified eligible participants.

Worksite acknowledges that there are multiple programs under which participants can qualify for these job placements. The programs are controlled by terms and conditions, some of which are unique to the specific program, which are set forth in program manuals corresponding to each specific program. Worksite agrees to abide by the terms and conditions of each Program Manual for the programs in which Worksite has placements.

Said manuals, (select the name of each manual included) ☐ Senior Community Services Program Manual, ☐ Youth Program Manual;

3. Reporting

Worksite agrees to submit reports and maintain such records as required by County and State in order to allow County to fulfill its reporting requirements to the State of Minnesota and the Federal Government.

4. Authorized Agents

Scott County shall appoint an authorized agent for the purpose of administration of this agreement. Worksite is notified of the authorized agent of Scott County as follows:

Kari Ouimette
Economic Assistance Director
Scott County Health & Human Services
Government Center West / CareerForce
200 Fourth Avenue West
Shakopee, MN 55379-1220
952-496-8540
kouimette@co.scott.mn.us

The County is notified the authorized agent for Worksite is as follows:

Name: _____

Title: _____

Company: _____

Phone: _____

Email: _____

5. County and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Worksite relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Worksite for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Worksite in writing that the records need no longer be kept.

6. Indemnity

Worksite agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of Worksite, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Worksite shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Worksite under this agreement. Worksite shall, without additional compensation, correct or revise any errors or deficiencies in Worksite's final reports and services.

7. Insurance

Worksite shall not commence work under this agreement until it has obtained, at a minimum and at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Worksite until final completion of the work.

County shall provide Workers' compensation coverage for the program participant, during the term of this Agreement.

a. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

b. Commercial Auto Liability

Automobile Liability should include Hired and Non-Owned, and the County should be named as an additional insured.

Minimum limits of liability shall be:

- If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for Bodily Injury
- \$1,000,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

c. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. **The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to County.** Neither County's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Worksite's responsibility to comply with the insurance specifications.

8. Termination

This agreement may be terminated by either party, with or without cause upon thirty (30) days written notice to the authorized agent of Worksite or the authorized agent of the County.

Independent Contractor

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Worksite. Worksite is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Worksite shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Worksite, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Worksite.

9. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of Worksite, at its address stated herein, or to the authorized agent of the County at the address stated herein.

10. Changes/Amendments

Any changes required by Federal or State regulations shall be automatically incorporated into this Agreement and/or the Program Manuals without written agreement of the parties and shall be in effect on the date designated by the law or regulation. County will attempt to notify Worksite of any updates or changes, however, failure to do so will not nullify or otherwise cancel the change.

The parties agree that other changes or modifications to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

11. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Worksite relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

_____ Authorized Agent for Worksite (print name)	<u>Barb Dahl</u> _____ Authorized Agent for County (print name)
_____ Authorized Agent for Worksite (sign name)	_____ Authorized Agent for County (sign name)
_____ Title	<u>Health and Human Services Director</u> _____ Title
_____ Agency	<u>Scott County Health and Human Services</u> _____ Agency
_____ Address	<u>200 Fourth Avenue West</u> _____ Address
_____ City, State, Zip	<u>Shakopee, MN 55379</u> _____ City, State, Zip
_____ Date	_____ Date

**SCOTT COUNTY EMPLOYMENT AND TRAINING
JOB SPECIFICATION**

Worksite Name: _____ Authorized Agent: _____
☐ Public Sector ☐ Non-Profit ☐ Private Non-Profit / 501C3 ☐ Private Sector
Worksite Address: _____ Other Location: _____
Phone: _____ Supervisor: _____
FEIN: _____ Alternate Phone: _____
Email Address: _____

Position: _____ # Employees Requested: _____ Ages: ☐ 14-15 ☐ 16-18 ☐ 18+ ☐ All

Job Duties:

Age Group (ex A,B)	Major Tasks	New training proposed	Special requirements	Machine/equipment used in performance of job

Work Schedule: (days of week, hours of day, breaks): _____

Work Conditions: (outdoors, heavy lifting): _____

Do You Have A Contingency Plan for Inclement Weather? _____ If yes, please describe: _____

☐ YES ☐ NO Safety Training Provided:
☐ Physical: Bending, Lifting ☐ Hazardous Materials/Chemicals
☐ Work Related Injury Reporting ☐ PPE
☐ Tools/Equipment ☐ Other: _____

☐ YES ☐ NO Is your agency or business currently in layoff status?
☐ YES ☐ NO Does your agency anticipate employee layoffs during the term of this position?
☐ YES ☐ NO Does your agency currently have a hiring freeze?
☐ YES ☐ NO Do you have employees affected by a reduction in hours?

Worksite includes:

☐ Employability skills (SCANS – on back) ☐ Exposure to various aspects of industry
☐ Progressively more complex tasks ☐ Integration of basic academic skills into work activities
☐ Supported work adjustment: transition ☐ Paid community service

Collective Bargaining Unit Covering Other Employees With Similar Duties:

Union: _____ Local: _____

Address: _____

Do you have concurrence with the union representative? If yes, please attach. Yes ☐ No ☐

Completed By: _____ Date: _____

Work Readiness Skills	Check all that apply	Task List specific tasks performed	B=Beginner I=Improving M=Mastering
Be on time	☐		
Regular attendance	☐		
Return from breaks on time	☐		
Report work hours accurately	☐		
Signs in on timesheet	☐		
Notify staff of absences	☐		
Takes responsibility for actions	☐		
	☐		
Work on a team	☐		
Cultural diversity - Work w/other ages, races	☐		
Positive work habits	☐		
Work Independently as needed	☐		
Take pride in work – Quality of work	☐		
Accepts constructive criticism	☐		
Adapts to change or new assignments	☐		
Tolerates repetitive activities	☐		
Correct error in instructions	☐		
Staff - Who does what?	☐		
Follow instructions	☐		
	☐		
Cooperate	☐		
Motivated	☐		
Handle feelings appropriately	☐		
Initiative	☐		
Appearance - Dress appropriately	☐		
Social - Get along with coworkers	☐		
Integrity/Honesty	☐		
Organize	☐		
	☐		
Use computers	☐		
Cleans up work area	☐		
Choose the right tools	☐		
Use tools properly	☐		
Follow safety rules	☐		
Report injuries	☐		
Troubleshoot	☐		
Complete assigned tasks	☐		
File & update files	☐		
	☐		
Serve Customers - Greet	☐		
Answer questions	☐		
Read & ask questions	☐		
Reading, writing, math, listening, speaking	☐		
Problem solving, creativity, reasoning	☐		