Department of Workforce Development State of Wisconsin

Division of Vocational Rehabilitation

**On-the-Job Assessment Agreement**

**Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m), Wisconsin Statutes].**

**Provision of your Social Security Number (SSN) is voluntary; not providing it could result in an information processing delay.**

This agreement is intended to provide details and responsibilities for the parties involved in an On-the-Job Assessment and facilitate an Employer of Record service. The site employer will need to provide the workers compensation codes to DVR so that workers compensation coverage can be properly calculated and provided by the Employer of Record.

The Employer of Record maintains these responsibilities ONLY: Distribute funds to the DVR Consumer/Employee in accordance with the payroll schedule, maintain Worker’s Compensation Insurance for the DVR Consumer/Employee, withhold all applicable taxes and deposit all taxes withheld to the appropriate taxing authority and will resolve paycheck issues that may arise with the DVR Consumer/Employee.

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| **DVR Consumer/Employee Information** |
| DVR Consumer/Employee Legal Name  | Consumer Date of Birth (mm/dd/yyyy) |
| Mailing Address for Payment Card |
| Consumer City, State & Zip Code | Consumer Phone Number |
| Consumer WDA | Consumer IRIS Case Number |
| **Site Employer Information****The site employer agrees to limit work hours to those authorized by DVR. Any work performed beyond those hours potentially creates an employment relationship between the site employer and the consumer. If the consumer works beyond the authorized hours, the site employer agrees it has created an employment relationship and is, therefore, responsible for all hours worked beyond those authorized, as well as compliance with all employment laws. Overtime is not allowed as part of an On-the-Job Assessment. Any time worked over 40 hours in one week is considered overtime.**  |
| Site Employer Name | DVR Consumer/Employee Supervisor Name |
| Job Title | Industry (Retail, Hospitality, Manufacturing, etc.) |
| Job Duties (Can Provide Job Description) |
| Site Employer Worker’s Compensation Code | Worksite Phone (individual verifying weekly payroll) |
| Worksite Email (individual verifying weekly payroll) |
| Worksite Address | Start Date End Date Hours Authorized Per Week Total Hours Authorized ***Note: Hours worked over the weekly hours authorized is not allowed.***  |
| Hourly Rate of Pay | Work Schedule (Example: M-F, 8 AM – 4 PM)Special comments if applicable:  |

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| **On-the-Job Assessment Service Provider Information** |
| Provider Name | Provider Phone |
| Provider Email |
| **DVR Contact Information** |
| DVR Contact Name | DVR Contact Phone |
| DVR Contact Email | DVR Purchase Order Number |
| **Guardian/Representative Information** |
| Guardian/Representative Payee Name (if applicable) | Guardian/Representative Payee Phone |
| Guardian/Representative Payee Email |

**By signing the agreement each party agrees to abide by the following rules and responsibilities.**

**DVR Consumer/Employee**

* Will immediately notify the site employer if he/she has any medical emergency or illness.
* Will abide by workplace rules as specified in this agreement and any additional workplace rules as identified by the site employer.
* Will arrive on time and be ready to work.
* Will participate in work activity limited to the start/end date specified and the schedule included on this form and corresponding to the total hours authorized. If a schedule change is made that will change the total hours authorized, the On-the-Job Assessment provider should notify DVR.
* Understands he/she is not authorized to work any time beyond what is authorized. It is his/her responsibility to monitor his/her work time to ensure the authorization is not exceeded.
* Will report earnings to any agency from which he/she receives economic assistance.
* Understands that this is not a permanent position and can be terminated by any party at any time.
* Will provide written notice to the site employer if he/she wishes to terminate this agreement prior to the end date. A minimum of 5 days’ notice is strongly suggested.

**Site Employer**

* Will provide a written position description (if available) and is responsible for providing a training opportunity to the consumer in a manner consistent with all employees.
* Will verify hours, in conjunction with the service provider, on a weekly basis to Employer of Record service. Must be completed no later than 5 PM on Mondays every week.
* Agrees to limit work hours to those authorized by DVR. Any work performed beyond those hours potentially creates an employment relationship between the site employer and the consumer. If the consumer works beyond the authorized hours, the site employer agrees it has created an employment relationship and is therefore responsible for all hours worked beyond those authorized, as well as compliance with all employment laws.
* Will provide work activity limited to the activities described in the position description, the start/end date specified, and the schedule included on this form corresponding to the total hours authorized. If a schedule change is made that will change the total hours authorized, the On-the-Job Assessment provider should notify DVR.
* Understands that On-the-Job Assessments cannot be used to replace current employees and cannot result in others having reduced hours.
* Understands that this is not a permanent position and can be terminated by any party at any time.

**On-the-Job Assessment Service Provider**

* Will complete this agreement and provide related forms and documents to the DVR Consumer/Employee.
* Will provide DVR with copy of agreement.
* Will complete the W-4, and I-9, certifying identification is genuine, direct deposit or debit card application, check copy (if direct deposit), obtain signed agreement and Employer or Record Purchase order from DVR and send entire completed packet via secure fax or email to Employer of Record 2 weeks prior to the start date on this agreement.
* Will monitor the work site and insure workplace rules are followed.
* In conjunction with the employer, will assist with verifying hours on a weekly basis. Must be completed no later than 5 PM on Mondays every week.
* Will provide services and a monthly report to DVR meeting the technical specifications.
* Will notify DVR immediately of changes to the schedule, agreement, or worksite circumstances.
* Understands that the following is not allowed: overtime or hours beyond those authorized on the agreement. The On-the-Job Assessment Service Provider shall monitor the consumer's work hours to ensure that neither the consumer nor the site employer exceeds the authorized hours.
* Will verify wages are prevailing and commensurate wages/benefits paid by the employer to other individuals performing the same or similar work.

**DVR Representative**

* Will authorize On-the-Job Assessment Service, process referral.
* Will process agreement, authorize fees and wages for Employer of Record service, and send to service provider. Will monitor worksite and respond to requests for changes as needed in agreement, schedule, wages or circumstances.

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| DVR Representative Signature | Date Signed |
| DVR Consumer Signature (guardian if under 18 or court appointed) | Date Signed |
| Site Employer Signature  | Date Signed |
| Service Provider Signature  | Date Signed |
| INTERNAL USE ONLY: \_\_\_\_\_ Service Provider Initials |
| Signatures Complete: | [ ]  Completed [ ]  Sent to E.O.R. |
| W-4: | [ ]  Completed [ ]  Sent to E.O.R. |
| Form I-9: | [ ]  Completed [ ]  Sent to E.O.R. |
| Identity and Employment Authorization Documents: | [ ]  Reviewed [ ]  Sent to E.O.R. |
| DVR Employer of Record PO: | [ ]  Completed [ ]  Sent to E.O.R. |
| Direct Deposit/Debit Card Application/Position Description (if provided): | [ ]  Completed [ ]  Sent to E.O.R. |

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