



Branch:	Case number:	Worker ID:
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JOBS Plus Program Work Site Agreement

The hiring of this participant MAY allow the employer to receive a federal tax credit under the Work Opportunity Tax Credit (WOTC) program. Employers must complete Internal Revenue Service (IRS) forms for the WOTC program **prior to hiring the participant for the Job Opportunities and Basic Skills (JOBS) Plus assignment**. Contact your local Employment Department Office for details.

This agreement is hereby entered into between the JOBS Plus employer, hereafter known as the Employer, and the State of Oregon, hereafter know as the Department.

This agreement sets forth the conditions with which the employer must comply as a condition of participation in the JOBS Plus Program and for employing the following participant:

Participant name:		Social Security number:		Job title:		Hours per week:	
Start date:	End date:	First pay date:	Hourly rate:				
			At Start \$ _____ ; after _____		weeks \$ _____		

The State of Oregon will reimburse the employer an amount equal to the minimum wage paid to the participant and the employer's share of wage taxes and Workers' Compensation at 11.7% of the total wages paid to the JOBS Plus participant. Wage taxes include OASDI, Medicare and federal/state unemployment insurance taxes. An employer may receive a lower or higher rate for these expenses if the 11.7% reimbursement rate does not provide reasonable compensation.

I am not an unemployment insurance tax-paying employer. I request a reimbursement rate of 9.6%.

I request a higher reimbursement rate of _____% for wage taxes and Workers' compensation because of higher Workers' Compensation costs.

Business name (as shown on IRS tax records):			
Assumed Business Name (DBA):			
Federal taxpayer number (EIN):	State UI tax number:	Business fax number (payroll):	Business phone number (payroll):
Mailing address:	City/state:	ZIP code:	JOBS Plus billing person:
Work site address (if different):	City/state:	ZIP code:	Worksite phone number:
Employer is a governmental, public education or nonprofit agency? <input type="checkbox"/> Yes <input type="checkbox"/> No			

I have read this agreement and understand the JOBS Plus Program Conditions contained on page 3.
I hereby agree to comply with all requirements of the JOBS Plus Program.
I understand these requirements include:

- The JOBS Plus participant does not displace any regular employees or is being hired to fill a previously established vacant position;
- The conditions contained in this agreement;
- The Oregon Administrative Rules of the Department of Human Services; and
- The provisions of Oregon Revised Statutes for the JOBS Plus Program.

In addition, I hereby certify that the employer is in compliance with all Oregon tax laws.

Agreed:

JOBS Plus employer signature:

Printed name:

Date:

**Representative for the state of Oregon
signature:**

Printed name:

Date:

Mail original form to: Direct Pay Unit-JOBS Plus Processing, PO Box 14850, Salem, OR 97309-0850
Fax: 503-378-5953
1-800-699-9074 for questions

JOBS Plus Program Conditions on page 3

JOBS Plus Program Conditions

A. General conditions – The Employer agrees to comply with all requirements of the provisions of Oregon Laws for the JOBS Plus Program and as further defined by federal waivers and the rules established thereunder by the Department of Human Services.

B. Employer responsibilities – Employer shall:

- 1) Endeavor to make JOBS Plus Program placements positive learning and training experiences;
- 2) Maintain health, safety and working conditions at or above levels generally acceptable in the industry and no less than comparable jobs of the Employer;
- 3) Provide a current job description and training to the degree necessary for the participants to perform their duties;
- 4) Recruit volunteer mentors from among their regular employees to assist the participants in becoming oriented to work and the workplace;
- 5) Limit the number of participants at any one time to no more than 10 percent of the total number of the Employer's employees. However, each Employer may receive one participant;
- 6) Not require the participant to work in excess of 40 hours per week. The wages reimbursed shall not exceed 40 hours per week.
- 7) Conform with section 3304(a)(5) of the Federal Unemployment Tax Act. Ending this agreement could impact the Employer's liability for the participant's future unemployment insurance benefits;
- 8) Not displace regular employees nor fill unfilled positions previously established;
- 9) After four months' participation, allow a participant who has not been hired into an unsubsidized position 8 hours of job search per week. Consider such time as hours worked for purposes of paying wages. The Employer may be liable for workers' compensation claims for the participant while doing job search off the Employer's premises;
- 10) Pay all participants at least the hourly rate of the Oregon minimum wage, and not pay a wage that is substantially less than the wage paid for similar jobs in the local economy, with appropriate adjustments for experience and training;
- 11) Provide sick leave, holiday and vacation absences in conformity to the employer's rules for temporary employees;
- 12) Consider participants as temporary employees of the Employer who shall be entitled only to benefits required by state or federal law;
- 13) Provide Worker's Compensation coverage, which meets Oregon law, for each participant;
- 14) Withhold and pay, in accordance with state and federal law, all required deductions for state and federal income tax, social security tax and unemployment insurance tax, from participant wages;

- 15) Beginning 31 days from the start date on this agreement, pay one dollar for each participant hour worked into the participant's Individual Education Account. These payments are in addition to participant wages and shall be tax deferred or tax exempt to the extent permitted by federal and state law. Individual Education Account payments shall be deducted from the Employer's reimbursements;
- 16) Maintain fiscal and other Employer records pertinent to this agreement. The Employer shall provide the Department access to such records. All such records shall be retained and kept accessible for three years following final payments and conclusions of all pending matters;
- 17) Maintain all records of the participant as confidential, as required under federal and state law;
- 18) Permit the Department to audit and verify the claims made by the Employer; and
- 19) To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Employer agrees to indemnify, defend and hold harmless the State of Oregon, the Department and their officers, agents and employees from all claims, lawsuits and actions of whatever nature brought against those parties which arise from the Employer's performance or omissions under this agreement.

C. Department duties – Upon receipt of a completed JOBS Plus Voucher Reimbursement, the Department shall reimburse the Employer an amount equal to the minimum wage earnings paid to program participants by the Employer, plus the appropriate reimbursement rate set forth in this agreement for the Employer's share of wage taxes and Workers' Compensation. The wages reimbursed shall not exceed 40 hours per week. These reimbursements shall be made by the department no more than once monthly. All Employer contributions to the participant's Individual Education Account, and unpaid taxes shall first be deducted from the reimbursement. If the Department finds that an Employer has violated any of the rules of the JOBS Plus Program, the Department shall withhold any amounts due the Employer and may seek repayment of any amounts paid to the Employer under this agreement. In addition, if the Employer fails to comply with this agreement or the Department's program requirements, the Department may immediately terminate this agreement with notice.

D. Termination of placement – Either the Employer or the participant may terminate the placement by contacting the appropriate Department office. In addition, the placement shall be terminated if a participant has not been hired for an unsubsidized position within six months of the date of starting work or is no longer eligible for the JOBS Plus program.