

ARKANSAS REGISTER

Transmittal Sheet



Sharon Priest
Secretary of State
State Capitol Rm. 026
Little Rock, Arkansas 72201-1094

For Office Use Only: Effective Date 8/19/99 Code Number 016.20.99 - 013

Name of Agency Division of County Operations

Department of Human Services

Contact Person Roy Kindle, Assistant Director, DCO

Statutory Authority for Promulgating Rules Arkansas Act 1567 of 1999

<input type="checkbox"/> Intended Effective Date	Date
<input type="checkbox"/> Emergency	Legal Notice Published <u>7-9-99</u>
<input checked="" type="checkbox"/> 10 Days After Filing	Final Date for Public Comment <u>8-7-99</u>
<input type="checkbox"/> Other	Reviewed by Legislative Council _____
_____	Adopted by State Agency <u>8-19-99</u>

CERTIFICATION OF AUTHORIZED OFFICER

I Hereby Certify That The Attached Rules Were Adopted
In Compliance with Act 434 of 1967 As Amended.

Luth Whitson/RK
Signature

682-8375

Phone Number

Director

Title

6/27/99
Date

FILED
ARK. REGISTER DIV.
99 AUG -9 PM 4:26
SECRETARY OF STATE
STATE OF ARKANSAS

**Arkansas Department of Human Services
Division of County Operations
TEA On-The-Job Training/Employment Agreement**

FILED
99 AUG -9 PM 4:26
REGISTER DIV.
CLERK OF STATE
STATE OF ARKANSAS

Section A

Pursuant to Title IV-A of the Social Security Act and Arkansas Act 1567 of 1999, On-The-Job Training (OJT) at the local level is intended to be utilized as an employment service to help move Transitional Employment Assistance (TEA) cash assistance recipients into full time unsubsidized employment and self-sufficiency.

The following OJT Agreement has been developed for _____
(participant)

and is entered into between the Department of Human Services _____ County
and
(employer) _____

The conditions of this agreement are as follows:

Section B Employer's Responsibilities

1. The employer agrees to provide all the training services needed to a qualified TEA Participant for employment in the specified occupation.
2. The employer will not subcontract the On-The-Job Training provided under this agreement.
3. The employer agrees to assume liability for any injury of a TEA participant through Worker's Compensation or an appropriate insurance plan.
4. The employer understands that DHS will not be liable in any manner for injuries to TEA participants.
5. The employer agrees to hire the participant after successful completion of the training described below.

_____	_____	_____
Job Title	Wage/Hr. during training	Wage/Hr. after training

Average Training Time: _____ for _____ for _____
Hrs.day days/weeks Months

Job Description: _____

6. The Employer agrees to reimbursement of _____ of the wages paid by the Employer to a TEA Participant while in On-The-Job Training.
7. The Employer will bill DHS once per month on letterhead stationary. The letterhead billing will be submitted to the local county office.

8. The employer agrees that services provided to TEA clients will be in compliance with the non-discrimination law under Title 45 of the Code of Federal Regulations, Part 80 (Non-discrimination on the basis of race, sex or religion) and Part 84 (Non-discrimination on the basis of handicap); Title 28, Part 35 (Non-discrimination on the basis of disability in state and local government services); Final Rule, and Title 41 Part 60-7 (OFCCP: Affirmative Action Regulations on Handicapped Workers). The Provider acknowledges and will comply with DHS Policy #1099, requiring affirmation action/equal opportunity in employment and service delivery.
 9. The employer retains freedom to terminate the participant if it is determined that the participant is not performing satisfactorily.
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Section C Participant's Responsibilities

As a TEA program participant engaged in On-The-Job Training, I agree to:

1. Participate by accepting the site training assignment and satisfactorily performing the required activities and number of hours specified by the employer.
 2. Call the employer (supervisor) when I cannot be at my assignment, and state the reason for the absence.
 3. Contact the local DHS county office if I experience any problems on the training site.
 4. Contact my TEA Case Worker if I need child care or supportive services in order to continue to participate.
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Section D Division of County Operations Responsibilities

1. DHS will pay the employer an amount not to exceed the amount specified in section B, upon receipt of the letter-head billing from the employer.
 2. DHS agrees to notify the employer of termination of services in a timely manner.
 3. TEA funds will be used to pay for only those services for which written authorization has been given.
 4. Provide necessary supportive services for the participant to engage in the OJT activity.
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Section E Signatures

This agreement is entered into this _____ day of _____

_____ Participant's Signature	_____ Date
_____ Employer's Signature	_____ Date
_____ DHS County Administrator (Designee)	_____ Date

**Instructions
For Completion of
DCO-1437**

Purpose

Form DCO-1437, TEA On-The-Job Training/Employment Agreement is an individual agreement between the DHS local office, TEA participant and OJT employer.

Completion

The worker will enter the IRS/ID number at the top right hand corner of page one.

Section A - Identifying Information

The worker will enter participant's name, county and employer identifying for whom the OJT Agreement has been developed.

Section B - Employer Responsibilities

The employer responsibilities will be reviewed with the employer and the employment information will be entered as specified.

Section C - Participant Responsibilities

The worker will review with the participant his or her responsibilities.

Section D - DHS Responsibilities

The worker will provide an explanation of the Department's responsibilities to the participant and employer.

Section E - Signatures

The participant, employer and DHS County Administrator or designee will sign the agreement.

Routing

A copy of the DCO-1437 will be given to the employer, participant, and a copy will be filed in the participant's TEA case record.

Retention

The DCO-1437 will be retained for 5 years following completion of the OJT agreement.

FAX NO. 682-1597

We do not anticipate any cost resulting from this revision to the OJT Agreement Form.

Arkansas Democrat Gazette

Date July 9
In Account With: _____

DHS
Box 8068
Little Rock

AD COPY

NOTICE OF

RULEMAKING

Pursuant to Title IV-A of the Social Security Act and Arkansas Act 1587 of 1999, the Director, Division of County Operations, Issues' proposed changes to Form DCO-1437, On-the-Job Training/Employment Agreement.

Copies of the proposed changes may be obtained by writing the Division of County Operations, P.O. Box 1437, Slot 1220, Little Rock, AR 72203, Attention: Office of Program Planning & Development. All comments must be submitted in writing to the address indicated above no later than 30 days from the date of this notice.

If you need this material in a different format, such as large print, contact our Americans with Disabilities Act Coordinator at 682-8920 (voice) or 682-8933 (TDD).

The Arkansas Department of Human Services is in compliance with Titles VI and VII of the Civil Rights Act and operates, manages, and delivers services without regard to age, religion, disability, political affiliation, veteran status, sex, race, color or national origin.

Ruth Whitney
Director
96259521