



Work First/Work Experience Agreement - **Provider/Contractor**

* Computer Banc, hereinafter referred to as "Sponsor", located at:
* 1545 North 11th Street Springfield, Illinois 62702
Street City State Zip Code

requests to participate in the Illinois Department of Human Services (IDHS) (check one)

☐ Work First Program - TANF ☒ Work Experience Program - TANF ☐ Work Experience Program - FSE&T
and agrees to each of the following conditions of participation:

ARTICLES

1. Sponsor shall provide positions for up to _____ IDHS/Work First/Work Experience participants at its worksite(s) listed in the attached "Worksite Location and Position Description" (Form IL444-4383). Form IL444-4383 is an integral part of this Agreement.
2. Sponsor shall accept any Work First/Work Experience participant assigned by IDHS to its worksite(s) that passes the Sponsor's routine screening process and agrees that the participant will perform work which serves a useful purpose.
3. Sponsor shall ensure that participants work only during the Sponsor's established work hours. Sponsor shall keep and forward time records to IDHS within 3 workdays following the completion of each month's work assignment. Sponsor shall ensure that each participant is scheduled to work the number of hours indicated on the referral from IDHS.
4. Sponsor shall provide a Worksite(s) Supervisor and all tools, equipment, and uniforms required for use by work assignment participants.
5. Sponsor shall abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, the Federal Civil Rights Act of 1991, the Illinois Human Rights Act, and all other federal and state laws, regulations, or orders which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap unrelated to ability.
6. Sponsor certifies that the Sponsor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has Sponsor made an admission of guilt of such conduct which is a matter of record.
7. Sponsor who wishes to utilize work activity participants shall, at least 15 days prior to utilizing such participants, notify the labor organization of the number of Work First/Work Experience positions, work locations, and the duties to be performed by the participants.
8. Sponsor may not utilize a work activity participant if such utilization would result in:
 - (a) displacement or partial displacement of current employees, including but not limited to a reduction in hours of non-overtime or overtime work, wages, or employment benefits; or
 - (b) the filling of a position that would otherwise be a promotional opportunity for current employees; or
 - (c) the filling of a position created by or causing termination, layoff, a hiring freeze, or a reduction in the workforce; or
 - (d) the placement of a participant in any established unfilled vacancy; or
 - (e) the performance of work by a participant if there is a strike, lockout, or other labor dispute in which the employer is engaged.
9. Sponsor shall cooperate in a displacement grievance procedure, including, but not limited to, appearing and testifying at displacement grievance conferences and producing documents requested by IDHS and the grievants for examination and copying such documents before such displacement grievance conferences.
10. Sponsor certifies that participants will not engage in any political or partisan activity while assigned to a work site.
11. Sponsor certifies that participants shall not be required to engage in any religious activities while assigned to a work site.



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12. All records and other information maintained by Sponsor regarding Work Experience participants shall not identify Work Experience participants as such. Such information is confidential and shall be protected from unauthorized disclosure.
13. IDHS shall refer participants to the Sponsor following the agreed upon referral procedures.
14. IDHS shall provide a monthly Work First/Work Experience attendance report to be verified by the Sponsor for each participant.
15. IDHS shall provide Workers Compensation coverage for each participant assigned to the Sponsor's Worksite(s).
16. IDHS shall process any Workers Compensation claims received in a timely manner.
17. IDHS shall provide payments for child care and transportation expenses when necessary for participation.
18. IDHS shall provide payment for physical examinations and any required background checks when necessary for participation.
19. IDHS shall act on a grievance if processed timely.
20. IDHS assumes no liability for actions of participants assigned to Sponsor's Worksite(s).

PROVISIONS

- A. This Agreement shall become effective when executed by the Provider and shall remain in effect absent prior notice.
- B. This Agreement may be terminated by either party upon 30 days written notice to the other party.
- C. This Agreement may be amended by the mutual consent of both parties at any time during this term. Amendments to this Agreement shall be in writing and signed by both parties or their authorized representatives.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- E. In the event any provision, term, or condition of this Agreement is declared void, non-enforceable, or against public policy, then said term shall be construed as though said term did not exist.
- F. IDHS assumes no liability for actions of the Sponsor under this agreement. The Sponsor agrees to hold harmless IDHS and the provider against all liability, loss, damage, cost, or expenses, including attorney's fees, arising from the acts of negligence of the Sponsor.

Sponsor: ★ Computer Banc

Designated Signature: ★ [Signature] Date: 8/12/2024

Name and Title of Designee: ★ Executive Director, David C. Fowler

Provider: Springfield Urban League, Inc.

Name and Title of Provider Designee: Atlene Washington, Program Manager

Provider Designee Signature: Atlene Washington Date: 8/12/2024