



Injured worker/trainee name	Claim number
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The employer/trainer and trainee understand and agree to the conditions of this agreement as described below.

1. The employer/trainer will employ and perform all the on-the-job training services as stated in the attached **On-the-job training outline** for the trainee for a period of _____ beginning _____ and ending _____. If the trainee and employer/trainer agree, the period of training may be reduced or, if additional training time is needed, may be extended upon approval of BWC.
2. The trainee will train for _____ hours per day for a total of _____ hours per week for _____ weeks at a rate of \$_____ per hour, minus deductions required by law. The employer will also pay workers' compensation, as applicable. The employer/trainer will also pay the trainee on a _____ basis. (If the employer pays a graduated wage, he/she can find these specifications in the On-the-job training outline.)
3. Any time the trainee works over _____ hours per day or _____ hours per week, the employer will compensate the trainee at the rate of \$_____ to be paid entirely by the employer.
4. The employer will furnish all instructions and services in accordance with the On-the-job training outline attached hereto and made a part hereof and any materials, equipment and supplies agreed to therein, for the purpose of providing the trainee with the necessary skills to become a _____.
5. The trainee will comply with the employer/trainer's company policies and procedures.
6. The employer/trainer will retain the trainee as a permanent employee upon successful completion of the training.
7. The employer/trainer will submit the *Employer/Trainer's Report form* (RH-5) to the vocational rehabilitation case manager (VRCM) or employment specialist (ES) _____ every two weeks during the training period. The VRCM or ES will serve as liaison between the trainee, the employer/trainer and BWC.
8. The employer/trainer will inform the VRCM or ES immediately when any problems or disputes arise during the training period concerning the trainee's progress in the training program, work habits or behavioral problems affecting the trainee's participation in the program. The employer/trainer with the assistance of the VRCM or ES will make all reasonable efforts to resolve such problems and disputes.
9. The employer/trainer may suspend the trainee if it is necessary to prevent interference with the efficient operation of the employer's business. Immediately upon such suspension, the employer must give notification to the VRCM or ES stating the reasons that make such suspension necessary. During this period of suspension, the VRCM or ES will meet with the employer/trainer and the trainee, and in good faith make all reasonable efforts to resolve the problems leading to suspension.
10. The employer/trainer may cancel this agreement for either of the following reasons:
 - a. After suspension of the trainee when negotiations between the employer and the VRCM or ES, as set forth in paragraphs nine and 10, fail to resolve the problems leading to a suspension;
 - b. Upon 15 calendar days written notice to the VRCM or ES stating the employer/trainer's reasons why further participation by the trainee in the training program would not result in the trainee achieving the marketable job skill, which is the intended purpose of the On-the-job Training program.

In the event of such cancellation, the training will terminate.

Once approved by BWC, upon implementation of this on-the-job training agreement BWC will pay the employer/trainer a training fee as follows: _____ hours X \$_____ per hour. If this is a graduated fee, these specifications will be found in the attached **On-the-job training outline**.

BWC may revoke its approval of this agreement on one calendar week's notice if it determines the employer has failed to maintain reasonable adherence to the provisions of this agreement. BWC may also revoke its approval of this agreement if the employer fails to provide the trainee with the instruction, opportunities, materials or services necessary for the trainee to achieve the marketable job skills, which is the on-the-job training programs, intended purpose. In the event of such revocation of approval, any training fee to the employer/trainer will terminate.

Warning: Any person who obtains compensation or benefits from BWC or self-insuring employers by knowingly misrepresenting or concealing facts, making false statements, or accepting compensation or benefits to which he/she is not entitled is subject to felony criminal prosecution for fraud.

Employer/Training site representative signature	Employer/Training site representative name		Date
Employer/Training site	Employer phone number	BWC policy number	FEIN
Street address	City	State	ZIP code
VRCM or ES signature	VRCM or ES phone number		Date
Injured worker/Trainee signature			Date