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## Workfare Agreement

### Municipality and Non-profit Organization

Agreement made this [ ] day of [ ], [ ], by and between the City/Town of [ ] and [ ] (hereinafter organization) a corporation organized and conducted under the laws of Maine pursuant to Title 22 M.R.S.A. § 4316 (A)(2), witnesseth:

**WHEREAS** the municipality administers a program of General Assistance to help citizens who are unable to provide for themselves or their families; and

**WHEREAS** the municipality requires able bodied recipients of such assistance to fulfill a work requirement, including performing work for the municipality or a non-profit organization upon the agency's consent (hereinafter referred to as workfare); and

**WHEREAS** the municipality wishes to enhance the work opportunities for recipients of General Assistance; and

**WHEREAS** the organization has available work and is willing to use recipients of General Assistance to perform that work;

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties as follows:

**The Organization agrees to:**

1. Accept persons referred from the municipality whenever possible and assign them to appropriate work;
2. Provide a list of work which needs to be done, such list to be revised and updated as necessary;

3. Supervise persons performing workfare at all times, and ensure that work is being performed safely and diligently;

4. Provide timely reports to the General Assistance Administrator regarding the person's work performance;

5. Assign people to perform only that work which they are both physically and mentally capable of doing;

6. Not replace regular employees with persons performing workfare;

7. Require regular employees or supervisors to give evidence of the person's work performance in any hearing related to the person's eligibility for General Assistance and to not charge an employee's or supervisor's accrued sick time or vacation time for an absence related to participation in such a hearing; and

8. Permit the General Assistance Administrator to conduct on-site inspections of the Organization's work area. These inspections may be conducted on a regular basis with or without notice to the organization.

**The Municipality agrees to:**

1. Assign people who are both physically and mentally capable of working;

2. Defend and indemnify the organization against any and all costs or damages or injuries to any person, including the recipient, or to any property that arise out of the person's work for the organization unless such costs, damages or injuries are caused by inadequate supervision or improper work assignments.

3. To compensate any employees or supervisors who testify at the request of the municipality at a hearing related to a person's eligibility for General Assistance, said compensation to consist of mileage at the rate of  plus any lost wages if the hearing is held during the employee or supervisor's working hours, including available overtime hours. Furthermore, if the hearing is held during working hours, including available or mandatory overtime hours, the municipality will compensate the

Organization for the actual cost of replacing the absent employee or supervisor if the Organization assigns someone to cover for the absent employee or supervisor. If the hearing is not held during working hours, including available overtime hours, the municipality shall pay the employee mileage at the rate of  per mile plus \$ .

Dated this  day of ,  in witness whereof

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The above signed being the duly elected and authorized officers of the municipality, and

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The duly elected officers and/or their appointed designees, of the Organization.