



APPENDIX D: Employer of Record – Appendix D

BACKGROUND

Wisconsin's Fostering Opioid Recovery through Workforce Development (FORWD) DWG will fund temporary disaster-relief jobs for project participants. The **project operator** (or its **service provider**) oversees the administration of the grant and provides the funds for the employer of record to cover allowable expenses. The **employer of record** pays the participant wages and covers the other employment-related costs listed in this agreement.

PURPOSE OF THIS AGREEMENT

This agreement designates an organization to serve as an employer of record and establishes the terms and conditions of that designation, for the purpose of carrying out the FORWD DWG.

PROJECT OPERATOR INFORMATION

Organization Name	
Organization Address	
Name of Contact	
Contact's Email	
Contact's Phone Number	

SERVICE PROVIDER INFORMATION (IF APPLICABLE)

Organization Name	
Organization Address	
Name of Contact	
Contact's Email	
Contact's Phone Number	

EMPLOYER OF RECORD INFORMATION

Organization Name	
Organization Address	
Name of Contact	
Contact's Email	
Contact's Phone Number	

TERMS AND CONDITIONS

The employer of record for this grant agrees to the following terms and conditions:

1. The employer of record assures that:
 - a. It has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - 7) Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the bases of race, color, and national origin;
 - 8) Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities;
 - 9) The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age; and
 - 10) Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in educational programs.
 - b. It will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.
2. The employer of record will collect FORWD DWG timesheets and pay participant wages based on the hours recorded on the timesheet at the rate of pay established in the Participant Placement Agreement.
3. The employer of record will pay fringe benefits to participants as required by law and in a manner that aligns with its existing policies, as applicable.
4. The employer of record will provide participants with worker's compensation insurance coverage, if applicable, or, if not applicable, will provide another adequate form of insurance coverage for work-related injuries.
5. The employer of record will pay unemployment insurance tax, if applicable, for the income earned by participants.
6. The employer of record will withhold, deposit, report, and pay employment taxes in line with the federal Internal Revenue Service and any applicable state taxation agency's guidelines. Furthermore, the employer of record will file with the Social Security Administration and furnish to the participant Form W-2, Wage and Tax Statement, showing the wages paid and taxes withheld for the year.
7. The project operator or its service provider will provide the employer of record the funds necessary to cover participant wages, fringe benefits (if applicable), worker's compensation coverage or other similar coverage, unemployment insurance taxes (if applicable), and

employment taxes (e.g., Federal Insurance Contribution Act taxes) for work participants perform under the FORWD DWG.

8. The employer of record will collect all appropriate employment-related records for participants and retain all appropriate employment records for at least three years.
9. The employer of record agrees to cooperate with any FORWD DWG monitoring activities, including onsite monitoring visits by, or information FORWDs from, the U. S. Department of Labor, Wisconsin Department of Workforce Development and/or the project operator or its service provider.
10. If the employer of record plans to temporarily close or does temporarily close for any reason, the employer of record must promptly notify the project operator or its service provider and indicate when it is anticipated that execution of this agreement will resume.
11. This agreement may be terminated by the project operator or the employer of record at any time by providing written notice to the signatories of this agreement.
12. This agreement will terminate no later than November 20, 2026, the planned end date of the FORWD DWG.

SIGNATURES

By signing below, I agree to all of the terms and conditions included in this agreement.

Authorized Representative with the Employer of Record

Date

Authorized Representative with the Project Operator

Date

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