Department and Injured Employee Agreement for the Provision of Contracted Placement Services

Name: ___________________________ Case ID: ___________ Date of Accident: ___________

This agreement is between the Injured Employee and the Department of Financial Services, Division of Workers’ Compensation, Reemployment Services Program and outlines the responsibilities of both parties when Contracted Placement Services are offered by the Department and accepted by the Injured Employee.

Upon acceptance of contracted placement services, the injured employee shall:

1. Respond to and return all telephone calls from the counselor assigned to the injured employee’s case within two (2) business days.

2. Treat all interactions with the counselor as though it were part of a job interview. This includes the following: be prepared for meetings, dress in business attire, demonstrate good hygiene and grooming, interact with the counselor in a courteous and professional manner, etc.

3. Attend all scheduled meetings. If it is necessary to cancel a meeting, the injured employee must provide 24 hours advanced notice to the counselor of the need to cancel an appointment.

4. Respond to all questions honestly and completely. This includes, but is not limited to, questions related to arrest records, work history, reasons for termination or leaving a job, pertinent medical history, etc.

5. Be receptive to feedback from the counselor as it relates to securing employment. This includes changes in email address, voice mail messages, dress and hygiene, cover letters, resumes, interviewing techniques or other job seeking and interviewing behaviors.

6. Complete all activities assigned by the counselor. This includes submitting an application for all job leads provided when the job is located within a 50 mile radius of the customary residence, unless you have received a written exemption from this requirement by the Department’s Reemployment Services Program staff.

7. Actively participate in all placement services activities until the contract ends or employment is secured:
   a. Unless a medical condition, family emergency or financial hardship prevents full-time participation in placement activities. The injured employee must contact the Department’s Reemployment Services staff immediately and provide documentation within seven (7) calendar days of stopping participation.
   b. Continuation of placement services shall be contingent upon the injured employee’s circumstances and the final decision shall be made by the Department with input from the provider, if deemed necessary.

8. Inform the Department of any changes in physical or mailing address, email address or telephone number within seven (7) calendar days of the change.

9. Inform Department’s Reemployment Services Program staff if:
   a. There are problems or concerns with the counselor, and or
   b. The injured employee wants a different counselor assigned to the case.
The Department:

1. Shall make a referral on behalf of the injured employee for contracted placement services within two (2) business days when an injured employee:
   a. Notifies the Department of acceptance of such services, and
   b. Signs and returns the Department and Injured Employee Agreement for the Provision of Contracted Placement Services.

2. Has the exclusive right to determine the contracted placement activities to be provided.

3. Shall respond within three (3) business days to any requests, verbally or in writing, to change counselors.

4. Shall determine an injured employee’s eligibility for continuation of services. Factors to be considered include, but are not limited to, the injured employee’s compliance with services provided, documentation of non-compliance due to a medical condition, family emergency, or other hardship and other factors deemed appropriate by the Department.

5. Shall permanently withdraw the provision of contracted placement services when:
   a. The injured employee fails to abide by the Department and Injured Employee Agreement or
   b. The injured employee’s participation is interrupted for a period greater than 180 days for reasons other than medical exacerbation of the workers’ compensation injury, or
   c. The injured employee secures employment.

As a representative of the Department of Financial Services, Division of Workers’ Compensation, Reemployment Services Program, I have discussed the above with the injured employee, and I am providing the injured employee with a copy of this document to ensure understanding of the responsibilities and conditions of full participation in the provision of contracted placement services.

________________________________________________________________________

Reemployment Services Staff

Date

I understand and agree to comply with requirements outlined for injured employees while participating in contracted placement services sponsored and paid for by the Department of Financial Services. I also understand that failure to abide by the terms of this agreement may result in discontinuation of services by the Department.

________________________________________________________________________

Injured Employee

Date