



Injured worker/ trainee name	Claim number
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The employer/trainer understands and agrees to the following conditions of this work trial as described below.

1. The employer/trainer will provide training in the agreed upon work tasks as stated in the attached outline for the trainee for a period of _____ beginning _____ and ending _____ to allow the trainee and the employer/trainer to assess the trainee's capacity to perform the position.
2. The trainee will train for _____ hours per day for a total of _____ hours per week for _____ weeks. The trainee will receive living maintenance compensation from BWC.
3. The trainee will not be considered an employee of the employer/trainer for the duration of this agreement.
4. The employer/trainer verifies the company has a current job opening, which the trainee is engaged in the work trial within their organization.
5. The employer/trainer intends to employ the trainee after the period of this agreement, provided the trainee can perform the essential functions of the job and comply with the employer/trainer's company policies and procedures.
6. The employer/trainer will submit the Employer/Trainer's Report form to vocational rehabilitation case manager (VRCM) _____ every two weeks during the training period. This VRCM will serve as liaison between the trainee, the employer/trainer and BWC.
7. The employer/trainer will inform the VRCM 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 will, in good faith, and with assistance of the VRCM make all reasonable efforts to resolve such problems and disputes.
8. 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 stating the reasons that make such suspension necessary. During this period of suspension, the VRCM will meet with the employer/trainer and the trainee, and in good faith make all reasonable efforts to resolve the problems leading to suspension.
9. 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, as set forth in paragraphs seven and eight, fail to resolve the problems leading to a suspension;
 - b. Upon ____ calendar day written notice to the VRCM stating their reasons why further participation by the trainee in the work trial would not result in the trainee achieving suitable employment, which is the intended purpose. In the event of such cancellation, the work trial will terminate.

The trainee understands and agrees to the following conditions of this work trial:

1. The trainee will comply with the employer/trainer's company policies and procedures, according to the trainee's abilities;
2. While participating in training, the trainee will continue to receive living maintenance compensation through BWC according to the rules and guidelines for such compensation.

BWC may revoke its approval of this agreement on one calendar week's notice if it determines the employer has failed to maintain a reasonable adherence to the provisions of this agreement.

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 signature	VRCM phone number		Date
Injured worker/Trainee signature			Date