Workers' Compensation Division
Department of Consumer and Business Services

Preferred Worker Worksite Creation Agreement

See OAR 436-110-0345(2)(i) for more information. If you have questions or need more help, contact the Preferred Worker Program by phone 503-947-7588 or 800-445-3948 (toll-free); fax 503-947-7581.

Employer

New employer ☐ Employer at injury ☐

Legal name: _____

Doing business as: _____

Complete address: (street/P.O. Box, city, state, ZIP) _____

Phone: _____

Contact person(s): _____

Email: _____

Federal tax ID no.: _____

Date worker started job: _____

Worker's job title: _____

Worker

Name: _____

Complete address: (street/P.O. Box, city, state, ZIP) _____

Phone: _____

Email: _____

WCD no.: _____
(from front of preferred worker card)

Vendor	Description of proposed purchase	Unit(s)/ amounts	Unit price	***WCD use only*** Total price

Total agreement amount: $ _____

440-4122 (6/23/DCBS/WCD/WEB)

CONDITIONS OF THIS AGREEMENT

The worker and employer will hold harmless all public entities within the limitations of ORS 30.260 et seq. or Article XI, Sections 7 and 10 of the Oregon Constitution, the State of Oregon, the department, and its officers, agents, employees, and assignees, from any claims, suits, or actions of any nature resulting from or arising out of the activities of the worker or employer or their designees, agents, or employees under this agreement.

The employer will:

1) Maintain Oregon workers' compensation insurance coverage as long as the employer is a subject employer as defined by ORS 656.023.

2) Employ the worker according to the terms of the employer's business practices, policies, and agreements affecting all other employees.

3) Repay all costs incurred by the Workers' Compensation Division (WCD) under this agreement, including all legal costs and attorney fees, if WCD finds the employer falsely obtained re-employment assistance or if WCD subsequently prevails in any legal action against the employer arising out of this agreement.

4) If you are the employer at injury, submit a job offer letter signed by the worker with this request. (To see an example of Preferred Worker Job Offer Letter, Form 4903, go to http://wcd.oregon.gov/forms/Pages/forms.aspx.)

The worker will:

1) Follow the same business practices, policies, and agreements affecting all other employees of the same employer.

2) Be subject to sanctions under OAR 436-110-0900 if the worker has knowingly misrepresented information or otherwise falsely obtained assistance under this agreement.

The Workers' Compensation Division reserves the right to:

1) Pay only for items purchased under this agreement.

2) Visit the worksite and to inspect and copy employer records to verify employment of the worker and otherwise determine compliance with this agreement.

3) End this agreement at any time by written notice to the employer and the worker.

We certify that the worker needs the items listed in this agreement to perform the job for which the employer is hiring them. The items are not provided by the employer. We understand that these purchases will become the employer's property. If the worker's worksite is with a third party, these items will become the property of the worksite employer. WCD is not responsible for injuries or damages caused by any worksite creation purchase.

☐ *If checked, all items listed on page 1 will become the property of the worksite employer.*

Worker signature* **Not required if initiated by employer at injury*	**Date**	**Employer signature**	**Date**
Worksite employer's signature (worker leasing company's client)		**Title**	**Date**

Fax to 503-947-7581 or
Mail to Preferred Worker Program, P.O. Box 14480, Salem, OR 97309-0405

This agreement is not valid until signed by an authorized representative of the WCD.

WCD USE ONLY

Maximum approved under this agreement $ _____

Effective date: _____ **End date:** _____

Program approval **Date**

Data entry