



EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES

CalWORKs

**EMERGENCY CONTINGENCY FUND PROGRAM**  
**CONTRACT # \_\_\_\_\_**

**I. INTENT**

This Contract is made and entered into for convenience by and between \_\_\_\_\_ (hereinafter referred to as "EMPLOYER"), and the El Dorado County Department of Human Services, (hereinafter referred to as "COUNTY").

It is the intent of the El Dorado County Department of Human Services Emergency Contingency Fund (ECF) program to provide CalWORKs and other eligible participants with subsidized employment during the specified period of time agreed to in this contract. All participants hired under the ECF program shall be hired as regular members of the EMPLOYER'S workforce.

**II. EMPLOYER INFORMATION**

Employer: \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

**III. TERM**

This Contract shall become effective when fully executed by both parties hereto and shall cover the period of \_\_\_\_\_ through \_\_\_\_\_.

The contract term shall not continue past September 30, 2010 unless funding for the ECF program is extended by the Federal government. In the event of an extension by the Federal government, EMPLOYER shall receive a notification letter from the COUNTY identifying the new expiration date. Said notification letter(s) shall be incorporated herein and made by reference a part hereof.

**IV. OVERVIEW**

COUNTY agrees to subsidize the employment of \_\_\_\_\_, hereinafter referred to as ("EMPLOYEE"). EMPLOYEE shall perform duties as described in Exhibit "A" marked "ECF Subsidized Employment Job Description", incorporated herein and made by reference a part hereof.

**V. REIMBURSEMENT**

EMPLOYER shall be reimbursed for no more than 100% of the hourly wage, as stated herein, by the COUNTY for employing EMPLOYEE. The reimbursable hourly wage shall not be less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, or, if higher, the applicable State or local minimum wage, but in no case more than \$10 per hour. The reimbursable hourly wage for the purpose of this agreement shall be \$\_\_\_\_\_.

EMPLOYER shall submit a monthly claim for reimbursement to the COUNTY no later than fifteen (15) days following the end of the calendar month addressed and delivered to Department of Human Services Employment Services, Attn: ECF Program, 3057 Briw Road, Suite A, Placerville, CA 95667. EMPLOYER shall use the COUNTY approved "Monthly Invoice", marked Exhibit "B", incorporated herein and made by

reference a part hereof, for reimbursement and documentation of EMPLOYEE'S time record. EMPLOYER shall submit documentation with each "Monthly Invoice" verifying EMPLOYEE'S wages paid (e.g. pay stubs) during the claim period. The COUNTY shall only reimburse EMPLOYER for actual hours worked by EMPLOYEE, not including overtime pay or leave pay. The COUNTY reserves the right to disallow any claim filed more than 90 days following the termination of this Contract.

EMPLOYEE shall be compensated by EMPLOYER at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary of Labor. The reimbursable hourly wage may be increased by amendment, in accordance with Section VIII.C-Changes to Contract, up to the \$10 per hour maximum. EMPLOYER agrees to pay overtime in accordance with California State Industrial Welfare Commission's Orders regulating wages and hours for the industry.

The costs of supervision and training of EMPLOYEE will be considered a third party in-kind contribution by the EMPLOYER. It is assumed that the EMPLOYER'S cost of supervision and training of the EMPLOYEE will equal 25% of the hourly wage. EMPLOYER assures that no supervision and training expenditures used to match the ECF Program will be used to meet the cost sharing requirements of another Federal program nor will any Federal funding be used to finance the matched expenditure.

## **VI. EMPLOYEE/EMPLOYER PROVISIONS**

EMPLOYER shall employ EMPLOYEE as a regular member of EMPLOYER'S workforce, subject to the same conditions of employment as EMPLOYER'S other employees, including, but not limited to, periodic wage increases or termination for unsatisfactory performance thereafter.

EMPLOYER shall assure that the EMPLOYEE:

- Is on EMPLOYER payroll.
- Receives the same benefits as other employees performing similar work.
- Is paid the salary indicated in Section V.
- Receives, at minimum, the same starting wage and other wage increases as other employees performing similar work.
- Is provided Worker's Compensation coverage.
- Is provided comprehensive automobile liability insurance coverage in the event the EMPLOYEE operates a motor vehicle during the course of his/her employment duties.
- Is provided a drug-free workplace that is in compliance with 45 CFR part 82.
- Is provided, by EMPLOYER, with safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to regular employees, EMPLOYER shall provide the same type of clothing or equipment to the EMPLOYEE performing similar work.

EMPLOYER further assures that:

- No other person has been laid off from the same or substantially equivalent job within the same organizational unit within the previous 12 months (or until the expiration of the period required by the EMPLOYER'S recall list).
- Neither the EMPLOYER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- EMPLOYEE is not a member of the immediate family (marriage, adoption, or blood) of any employee who works in an administrative capacity for the EMPLOYER.
- Appropriate standards for health and safety will be maintained.
- All applicable payroll taxes shall be paid by the EMPLOYER.

## **VII. GRIEVANCE PROCEDURES**

EMPLOYER grievance procedures shall apply to EMPLOYEE. Nothing in this Section shall require EMPLOYER to establish a new grievance procedure or to modify an existing procedure as a condition of participation in this program.

## VII. DEFAULT, TERMINATION, AND CANCELLATION

- A. Default: Upon the occurrence of any default of the provisions of this Contract, Party with knowledge of default shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be considered in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Contract, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of EMPLOYER.
- C. Ceasing Performance: COUNTY may terminate this Contract in the event EMPLOYER ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Contract.
- D. Termination or Cancellation without Cause: COUNTY may terminate this Contract in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to EMPLOYER and for such other services which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, EMPLOYER shall promptly discontinue all services affected as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. COUNTY may terminate this Contract without prior notice as follows:
- At such time as ECF funds are not made available to COUNTY through the State of California for the purpose of carrying out this Contract; or
  - For EMPLOYER'S nonperformance or breach of this Contract, intentional violations, deceitful practices, fraud, and/or willful misinterpretation in the use of program funds.
- F. This Contract shall terminate immediately in the event the EMPLOYEE ceases to work for EMPLOYER. EMPLOYER shall immediately notify County by telephone of the termination and follow up in writing within one (1) working day of EMPLOYEE'S termination.

## VIII. ADDITIONAL PROVISIONS

- A. **Retention and Maintenance of Records.** EMPLOYER shall maintain payroll records, time records, attendance records, and records of job duties for EMPLOYEE. The records shall also include the date of entry and date of termination for EMPLOYEE. EMPLOYER shall keep and retain the records described above for a period of six (6) years from the date of enrollment into this program. Upon reasonable notice, EMPLOYER shall make these records available for inspection upon notice by COUNTY, its authorized agent, the State of California or the United States Secretary of Health and Human Services at any time during normal business hours.
- B. **Bargaining Agent Concurrence.** If a bargaining agent agreement exists, the EMPLOYER hereby certifies that the collective bargaining agent has concurred with the ECF program, including the rate of pay specified herein, and that the Contract herein does not conflict with the collective bargaining agreement.

- C. **Changes to Contract.** This Contract may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. Either party may terminate this Contract for any reason upon thirty (30) days written notice to the other party.
- D. **Monitoring.** COUNTY or its authorized representatives has the right to observe and monitor all conditions and activities involved in the performance of this Contract and has the right to verify cost or pricing data submitted with respect to this Contract by examining the EMPLOYER'S books, records or documents pertaining to the Contract during the EMPLOYER'S normal business hours.
- E. **Maintenance of Effort.** EMPLOYER assures that participation in the ECF program shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.

EMPLOYEE shall **not** be hired into, or remain working in, any position where another person:

- a. Is on lay-off from the same or substantially equivalent job within the same organizational unit. A lay-off is in effect:
- 1) Until the expiration of the period required by recall list; or
  - 2) If no recall list or re-employment rights exist, for a period of one (1) year from the last lay-off or until the next operating year of the department or agency, whichever occurs first.
- b. Is on lay-off or has been bumped and has recall or bumping rights to that position, per a personnel code or practice or a collective bargaining agreement.
- F. **Federal, State and Local Laws and Regulations.** Contractor shall comply with all Federal, State and local laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County's Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment, occupational safety and to fire, safety, health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary permits, licenses, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Contract.

- F. **Non-Discrimination.** During the performance of this Contract, EMPLOYER shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family leave care. EMPLOYER shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. EMPLOYER shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2). The applicable regulations of the Fair Employment and Housing Commission implementing Government code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. EMPLOYER shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

EMPLOYER shall comply with the following Provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the American's with Disabilities Act.

- G. Indemnity.** EMPLOYER shall defend, indemnify and hold COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the EMPLOYER'S services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, EMPLOYER, and employee(s) or any of these, except for the sole or active negligence of COUNTY, its officers and employees, or as expressly proscribed by statute. This duty of EMPLOYER to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.
- H. Conflict of Interest.** The parties to this Contract have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. EMPLOYER attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this Contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Contract. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of EMPLOYER relating to this Contract. It is further understood and agreed that if such a financial interest does exist at the inception of this Contract either party may immediately terminate this Contract by giving written notice as detailed in the Article in the Contract titled, "Default, Termination and Cancellation".
- I. Interest of Public Official.** No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by EMPLOYER under this Contract shall participate in or attempt to influence any decision relating to this Contract which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Contract or the proceeds thereof.
- J. Independent Contractor/Liability.** EMPLOYER is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Contract. EMPLOYER exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Contract during the course and scope of their employment.
- EMPLOYER shall be responsible for performing the work under this Contract in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to EMPLOYER or its employees.
- K. Taxpayer Identification Number (Form W-9).** EMPLOYER must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.
- L. County Business License.** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.
- M. Contract Administrator.** The County officer or employee with responsibility for administering this Contract is the Janet Walker-Conroy, Assistant Director of Human Services, or successor.
- N. Entire Agreement.** This Contract constitutes the complete and exclusive statement of the Contract between EMPLOYER and COUNTY. No terms, conditions, understanding or contract purporting to modify or vary this Contract shall be binding on any party unless hereafter made in writing and signed by the party to be bound and authorized by COUNTY. EMPLOYER and any agents and employees of the EMPLOYER in the performance of this Contract shall act in an independent capacity and not as officers, employees or agents of COUNTY. EMPLOYER shall not subcontract in the name of COUNTY.

IN WITNESS WHEREOF, this Contract has been executed, by and on behalf of the parties hereto, this date:

**EMPLOYER:**

**EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES:**

\_\_\_\_\_  
Name of Company

Debbie Stack, Program Manager  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Daniel Nielson , Director of Human Services  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT "A"

ECF Subsidized Employment Job Description

Employee's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Prerequisites for Job: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Description of Duties/Skills

Date signed: \_\_\_\_\_ Job Supervisor: \_\_\_\_\_

ECF Employee: \_\_\_\_\_ Case Manager: \_\_\_\_\_



**Exhibit "B"**  
**EL DORADO COUNTY HUMAN SERVICES**  
**Emergency Contingency Funds (ECF) Subsidized Employment**  
**MONTHLY INVOICE**

[ ] Placerville  
 3057 Briw Road  
 Placerville, CA 95667  
 (530) 642-4861

[ ] South Lake Tahoe  
 3328 Lake Tahoe Blvd.  
 South Lake Tahoe, CA 96150  
 (530) 573-4861

Employer Name:	
Employer Address:	
Phone Number:	
Employee Name:	
Contract Number:	

1. Reimbursable Hourly Wage: \$ \_\_\_\_\_

2. Total hours worked\* for the period \_\_\_\_\_ through \_\_\_\_\_:

Dates: _____ to _____	hours worked _____
Dates: _____ to _____	hours worked _____
Dates: _____ to _____	hours worked _____
Dates: _____ to _____	hours worked _____

**TOTAL HOURS WORKED** \_\_\_\_\_

*\*copies of pay stubs must be attached*

3. Total submitted for reimbursement (Line 1 x total hours worked): \$ \_\_\_\_\_

Employer's cost of supervision and training is provided as an in-kind match and is assumed to be equal to 25% of the hourly wage.

**I certify that I am the authorized person to complete this form and declare under penalty of perjury that the information provided herein is true and correct.**

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**COUNTY USE ONLY**

Case Number: \_\_\_\_\_  TANF  200%

In-kind match (supervision and training) \$ \_\_\_\_\_

Total cost of subsidized employment for the period state above herein \$ \_\_\_\_\_

Approved:

_____	_____	Debbie Stack, Program Manager	_____
Case Manager	Date		Date

Accounting Use : Index codes 530700 Sub Object Code 5012 User Code: 50Y079