

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Olivia Byron Cooper, MPH  
Interim Director

3057 Briw Road, Suite A  
Placerville, CA 95667  
(530) 642-7300

3368 Sandy Way  
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AGENCY DIVISIONS

- Administration & Finance
- Behavioral Health
- Community Services
- Protective Services
- Public Health
- Self-Sufficiency

**CalWORKs SUBSIDIZED EMPLOYMENT/ EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

**CONTRACT #** \_\_\_\_\_

**ARTICLE I**

**Intent:** This Contract is made and entered into for convenience by and between County of El Dorado Health and Human Services (hereinafter referred to as “County”) and \_\_\_\_\_ (herein after referred to as “Employer”).

The intent of the CalWORKs Subsidized Employment/Expanded Subsidized Employment Program (“Employment Program”) is to provide CalWORKs and other eligible participants with subsidized employment during the term of this Contract. All participants hired under the Employment Program shall be hired as regular members of the Employer’s workforce during the term of this Contract.

At the conclusion of the Contract, Employers are encouraged to offer permanent, unsubsidized employment to participants. Further, Employers are subject to the following conditions before approved participation in the program.

**ARTICLE II**

**Employer Information:**

<b>Employer:</b>	<b>Tax ID Number:</b>
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Mailing Address:</b>	
<b>Physical Address:</b>	
<b>Authorized Representative:</b>	<b>Title:</b>

**ARTICLE III**

**Term:** This Contract shall become effective when fully executed by all parties hereto and shall cover the period of \_\_\_\_\_ (“start date”) through \_\_\_\_\_ (“end date”).

This Contract shall not begin before its start date nor continue past its end date unless Employer receives a notification letter from the County, identifying the new expiration date. Said notification letter(s) shall be incorporated herein and made reference a part hereof.

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$\_\_\_\_\_.

**ARTICLE V**

**Overview:** County agrees to subsidize the employment of \_\_\_\_\_, (hereinafter referred to as “Employee”). Employee shall perform duties as described in Exhibit A, marked “CalWORKs Subsidized Employment/Expanded Subsidized Employment Job Description,” incorporated herein and made by reference a part hereof.

**ARTICLE VI**

**Reimbursement:** Employer shall be reimbursed by County for no more than 50% of the herein stated hourly wage for employing said 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. The maximum reimbursable hourly wage for the purposes of this Contract shall not exceed \$\_\_\_\_\_ per hour per each Employee in the Employment Program, of which, the County will reimburse for no more than 50% of the contracted rate.

Employer shall submit a monthly reimbursement invoice to the County no later than fifteen (15) days following the end of the calendar month using the County-approved Exhibit B marked “Monthly Invoice,” , incorporated herein and made by reference a part hereof. Said Invoice shall accurately document Employee’s time record.

The invoice for reimbursement shall be sent as follows:

<b><i>Please send invoices for reimbursement to:</i></b>
County of El Dorado Health and Human Services Agency Attn: CalWORKs Subsidized Employment Program 3057 Briw Road Placerville, CA 95667-5321

Employer shall submit supporting documentation with each Monthly Invoice that verifies Employee’s paid wages (i.e. pay stubs). The County shall only reimburse the Employer for the actual hours worked by the Employee, including overtime pay and shift differentials. County shall not pay non-work hours, such as holidays, plant downtime, or leave pay. The County reserves the

right to disallow any claim filed more than ninety (90) calendar 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 shall be increased by an Amendment to this Contract, in accordance with the section titled, "Changes to Contract." Employer agrees to pay overtime in accordance with California State Industrial Welfare Commission's Orders regulating wages and hours for the industry.

## **ARTICLE VII**

**Employee/Employer Provisions:** Employer shall employ Employee as a regular member of Employer's workforce, subject to the same conditions of employment as the 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 the Employer payroll.
- Receives the same benefits as the Employer's other Employees performing similar work for the same number of hours per week.
- Is paid the salary indicated in the Section titled, "Reimbursement."
- Is provided Workers' Compensation coverage.
- Is provided comprehensive automobile liability 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 2 Code of Federal Regulations("CFR") Part 382.
- 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 the Employer's regular Employees, Employer shall provide the same type of clothing or equipment to the Employee performing similar work.

Employer further assures:

- No other person has been laid off from the same or a substantially equivalent job within the same organizational unit within the previous twelve (12) months (or until the expiration of the period required by the Employer's recall list) nor have they reduced their workforce with the intention of filling a vacancy with a subsidized wage participant.
- By signing this Contract, the Employer agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 2 CFR 376 and Employer further certifies to the best of its knowledge and belief that it and its principals and affiliates are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. If the Employer is unable to certify to any of the statements in this certification, the Employer shall submit an explanation in writing to the County.
- Employee is not a member of the immediate family (marriage, adoption, or blood) of any Employee who works in an administrative capacity for Employer.
- Appropriate standards for health and safety will be maintained.
- All applicable payroll taxes shall be paid by the Employer.

## **ARTICLE VIII**

**Grievance Procedures:** Employer grievance procedures shall apply to the Employee. Nothing in this Section shall require the Employer to establish a new grievance procedure or to modify an existing procedure as a condition of participation in this program.

## **ARTICLE IX**

**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.

## **ARTICLE X**

**Bargaining Agent Concurrence:** If a bargaining agent agreement exists, the Employer hereby certifies that the collective bargaining agent has concurred with the Employment Program, including the rate of pay specified herein, and that the Contract herein does not conflict with the collective bargaining agreement.

## **ARTICLE XI**

**Maintenance of Effort:** Employer assures that participation in the Employment 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.

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, practice, or a collective bargaining agreement.

## **ARTICLE XII**

**Monitoring:** County or its authorized representatives have the right to observe and monitor all conditions and activities involved in the performance of this Contract and have 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 normal business hours.

## ARTICLE XIII

### **Nondiscrimination:**

- A. County may require Employer's services on projects involving funding from various state and/or federal agencies, and as a consequence, Employer shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Employer and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Employer shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11100 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Employer and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Employer shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Employer's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit C, marked "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

## ARTICLE XIV

**Taxes:** Employer certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Employer to County. Employer agrees that it shall not default on any obligations to County during the term of this Agreement.

## ARTICLE XV

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Employer is a target of Economic

Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Employer advance written notice of such termination, allowing Employer at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

#### **ARTICLE XVI**

**Changes to Contract:** This Agreement 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.

#### **ARTICLE XVII**

**Confidentiality:** Employer shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Employer, and all Employer's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE XVIII**

##### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

3. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Employer shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Employer, the excess costs to procure from an alternate source.
4. County shall pay Employer the sum due to Employer under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Employer under this Agreement and the balance, if any, shall be paid to Employer upon demand.

5. County may require Employer to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

6. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  7. A representation or warranty made by Employer in this Agreement proves to have been false or misleading in any respect.
  8. Employer fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  9. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Employer.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Employer ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Employer, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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:
1. At such time as Employment Program funds are not made available to County through the State of California for the purpose of carrying out this Contract; or
  2. For the 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 of 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 the Employee's termination.

## ARTICLE XIX

**Federal, State, and Local Laws and Regulations:** Employer 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 §§ 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Employer shall abide by manuals, directive sand other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Employer from County's Health and Human Services Agency.

Employer shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and 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.

Employer further warrants that it has all necessary licenses, permits, 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.

**ARTICLE XX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

With a copy to:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
[hhsa-contract@edcgov.us](mailto:hhsa-contract@edcgov.us)

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

<b>Company Name:</b>
<b>Address:</b>
<b>ATTN:</b>
<b>Email:</b>

or to such other location as the Contractor directs.

**ARTICLE XXI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled “Notice to Parties.” Said notice shall become part of this Agreement upon acknowledgment in writing by the County

Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

## **ARTICLE XXII**

**Indemnity:** To the fullest extent permitted by law, Employer shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Employer or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed 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.

## **ARTICLE XXIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE XXIV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XXV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within

the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Employer covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Employer becomes aware of a conflict of interest related to this Agreement, Employer shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Employer shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Employer, if any, to any officer of County.

#### **ARTICLE XXVI**

**Interest of Public Official:** No official or Employee of the County who exercises any functions or responsibilities in review or approval of services to be provided by Employer under this Agreement shall participate in or attempt to influence any decision relating to this Agreement 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 the County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XXVII**

**Independent Contractor:** 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.

Employer, including any subcontractor or employees of Employer, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Employer shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Employer shall not be subject to the work schedules or vacation periods that apply to County employees.

Employer shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Employer provides for its employees.

Employer acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XXVIII**

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXIX**

**County Business License:** County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Employer warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXX**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXXI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Contract is the Employment Services Program Manager.

**ARTICLE XXXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXXIII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XXXIV**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXXVI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXVII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXXVIII**

**Entire Contract:** 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, any agents, and any Employees of 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:

**COUNTY OF EL DORADO**

**By:** \_\_\_\_\_  
Typed Name (Employment Services Manager)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**By:** \_\_\_\_\_  
Typed Name (Director, Health and Human Services)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EMPLOYER**

**By:** \_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**By:** \_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit A**

**El Dorado County Health and Human Services Agency**

CalWORKs Subsidized Employment/Expanded Subsidized Employment

**Job Description**

<b>General Information</b>	
<b>Employee Name:</b>	
<b>Job Title:</b>	
<b>Business Name:</b>	
<b>Supervisor's Name:</b>	
<b>Prerequisites for Job:</b>	

**Description of Duties/Skills**

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**Signatures**

<b>Signature Employer Supervisor:</b>	<b>Date:</b>
<b>Signature CalWORKs Employment Program Employee:</b>	<b>Date:</b>
<b>Signature Employment Program Analyst:</b>	<b>Date:</b>
<b>Signature Employment Program Case Manager:</b>	<b>Date:</b>

**Exhibit B**

**COUNTY OF EL DORADO**

**HEALTH & HUMAN SERVICES**

Olivia Byron-Cooper, MPH  
Interim Director

3057 Briw Road, Suite B  
Placerville, CA 95667



**AGENCY DIVISIONS**

- Administration & Finance
- Behavioral Health
- Community Services
- Protective Services
- Public Health
- Self-Sufficiency

**CalWORKs Expanded Subsidized Employment Program  
MONTHLY INVOICE**

<b>Location:</b>	Placerville: <input type="checkbox"/>	South Lake Tahoe: <input type="checkbox"/>		
<b>Employer Name:</b>				
Employer Address:				
Phone Number:				
<b>Employee Name:</b>				
Contract Number:				
Contracted Hourly Rate:	\$	Contract Termination Date:		County Use - Analyst Review:

**Wage Information for the Month/Year:** \_\_\_\_\_

Pay Period Start	Pay Period End	Hours Worked	Gross Wages
<b>Month Total *</b>			
<b>50% of Subtotal**</b> (County use only)			
<b>Reimbursable Wages</b> (County use only)			

\* Copies of pay stubs must be attached.  
\*\* Employer to be reimbursed for 50% of approved wages per contract.

**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:** \_\_\_\_\_  
**Print Name** : \_\_\_\_\_ **Title:** \_\_\_\_\_

**COUNTY USE ONLY - Approved:**  Case Number: \_\_\_\_\_ Copy to Case Manager:   
 Fed  Non-Fed Total Reimbursement at 50% of wage: \_\_\_\_\_

\_\_\_\_\_  
Analyst Date Program Manager Date

**Accounting Use: Org Code:** 5110100 **Object:** 5012 **String:** Fed-51ADMINCW0-51Y374098-50200-WS

Vendor Name \_\_\_\_\_ # \_\_\_\_\_

Vendor: \_\_\_\_\_

**Exhibit C**

**“Vendor Assurance of Compliance with  
Nondiscrimination in State and Federally Assisted Programs”**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h), (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of vendor/recipient

Vendor: \_\_\_\_\_

**Exhibit D**  
**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:  
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:  
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Olivia Byron-Cooper, MPH  
Interim Director

3057 Briw Road, Suite A  
Placerville, CA 95667  
(530) 642-7300

3368 Sandy Way  
South Lake Tahoe, CA 96150  
(530) 573-3200



AGENCY DIVISIONS

- Administration & Finance
- Behavioral Health
- Community Services
- Protective Services
- Public Health
- Self-Sufficiency

**CalWORKs SUBSIDIZED EMPLOYMENT/ EXPANDED SUBSIDIZED  
EMPLOYMENT PROGRAM**

**Amendment to Contract # \_\_\_\_\_**

**Amendment # \_\_\_\_\_**

The parties hereto have mutually agreed to amend the above-referenced Contract to reflect a change in:

**Term**

This Contract shall be amended to cover the period of

\_\_\_\_\_ (“start date”) through \_\_\_\_\_ (“end date”).

**Wage**

This Contract shall be amended to change the maximum reimbursable hourly wage to  
\$ \_\_\_\_\_ per hour.

**Other** \_\_\_\_\_

Reason: \_\_\_\_\_

Except as herein amended, all other parts and sections of Contract # \_\_\_\_\_ shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment #\_\_\_\_\_ on the dates indicated below:

**COUNTY OF EL DORADO**

**By:** \_\_\_\_\_  
Typed Name (Employment Services Manager)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**By:** \_\_\_\_\_  
Typed Name (Director, Health and Human Services)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EMPLOYER**

**By:** \_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**By:** \_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date