



RESOLUTION NO. 042-2015
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

CalWORKs Subsidized Employment Program Contract Template

WHEREAS, the Health and Human Services Agency, on behalf of the County of El Dorado, determines participant eligibility for the statewide California Work Opportunity and Responsibility to Kids (CalWORKs) Program; and

WHEREAS, the Welfare-to-Work Program is the employment and training aspect of CalWORKs, which provides participants with a comprehensive array of services designed to enable participants to achieve self-sufficiency through employment; and


WHEREAS, Assembly Bill 74, Chapter 21, Statutes of 2013 and Welfare and Institutions Code §§ 11322.63 and 11322.64 provide for a CalWORKs Subsidized Employment Program; and

WHEREAS, the Health and Human Services Agency, working with County Counsel and Risk Management, has developed the attached "CalWORKs Subsidized Employment Program" template specific to the Welfare and Institutions Code §§ 11322.63 and 11322.64, to expedite utilization of the Subsidized Employment Program funding to assist participants in achieving self-sufficiency.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of El Dorado hereby authorizes the Director of the Health and Human Services Agency, or designee, to execute future Subsidized Employment Program contracts using the "CalWORKs Subsidized Employment Program" template attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 7 day of April, 2015 by the following vote of said Board:

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Ayes: Ranalli, Novasel, Mikulaco, Frentzen,
Noes: none
Absent: none
Veerkamp


_____, Chair, Board of Supervisors
Brian K. Veerkamp

Exhibit A

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Don Ashton, M.P.A.
Director

Social Services Division
Jan Walker-Conroy
Chief Assistant Director

3057 Briw Road, Suite A
Placerville, CA 95667
530-642-7300 Phone / 530-626-7734 Fax

3368 Lake Tahoe Boulevard, Suite 100
South Lake Tahoe, CA 96150
530-573-3200 Phone / 530-541-6736



BOARD OF SUPERVISORS

RON "MIK" MIKULACO
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CalWORKs SUBSIDIZED EMPLOYMENT PROGRAM

CONTRACT # _____

I. Intent: This Contract is made and entered into for convenience by and between County of El Dorado Health and Human Services Agency (hereinafter referred to as "County") and _____ (hereinafter referred to as "Employer").

The intent of the CalWORKs Subsidized Employment Program is to provide CalWORKs and other eligible participants with subsidized employment during the term of this Contract. All participants hired under the CalWORKs Subsidized 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.

II. Employer Information:

Employer:	Tax ID Number:
Telephone Number:	Fax Number:
Mailing Address:	
Physical Address:	
Authorized Representative:	Title:

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.

IV. 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 Program Job Description,” incorporated herein and made by reference a part hereof.

V. 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 CalWORKs Subsidized 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 “Monthly Invoice,” marked Exhibit B, 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:

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

VI. 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 45 Code of Federal Regulations ("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 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 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 45 CFR 76 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.

VII. 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.

VIII. Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Contract, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be 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.

- B. **Bankruptcy:** This Contract, at the option of 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 the other party 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 upon written notice by County without cause to the other party for any reason. If such prior termination is effected, County shall 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 CalWORKs Subsidized Employment Program funds are not made available to County through the State of California for the purpose of carrying out this Contract; or
 - 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.

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.

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

XI. 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.

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.

XIII. Maintenance of Effort: Employer assures that participation in the CalWORKs Subsidized 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.

Employee shall not be hired into or remain working in any position where another person:

- 1) Is on lay-off from the same or substantially equivalent job within the same organizational unit.
A lay-off is in effect:
 - a. Until the expiration of the period required by recall list; or
 - b. 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.
- 2) 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.

XIV. 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, directives and 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.

XV. 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 § 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 § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract 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 CRF, Part 84); and the American's with Disabilities Act.

XVI. 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 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 Employer's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of 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 § 2778.

XVII. Conflict of Interest: The parties to this Contract have read and are aware of the provisions of Government Code § 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 shall 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 titled, "Default, Termination, and Cancellation."

XVIII. 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 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 the County have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIX. 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.

XX. Taxpayer Identification Number (Form W-9) and County Payee Data Record Form: All Employers providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All Employers providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

XXI. 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 the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

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

XXIII. 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.

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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 and Title (Employment Services Manager)

Signature

Date

By: _____
Director

Signature

Date

EMPLOYER

By: _____
Typed Name and Title

Signature

Date

EXHIBIT A

CalWORKs Subsidized Employment Program Job Description

Employee Name:	
Job Title:	
Business Name:	
Supervisor's Name:	
Prerequisites for Job:	

Description of Duties/Skills

Signature Employer Supervisor:
Date:
Signature CalWORKs Subsidized Employment Program Employee:
Date:
Signature Employment Program Case Manager:
Date:

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

BOARD OF SUPERVISORS

Don Ashton, M.P.A.
Director

Social Services Division
Jan Walker-Conroy
Chief Assistant Director

3057 Briw Road, Suite A
Placerville, CA 95667
530-642-7300 Phone / 530-626-7734 Fax

3368 Lake Tahoe Boulevard, Suite 100
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District III
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District IV
SUE NOVASEL
District V

CalWORKs Subsidized Employment Program MONTHLY INVOICE

Location:	Placerville:	South Lake Tahoe:
Employer Name:		
Employer Address:		
Phone Number:		
Employee Name:		
Contract Number:		

Contracted Hourly Rate \$

Contract Termination Date

Wage Information for the Month/Year:

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

*Copies of pay stubs must be attached

** Employer to be reimbursed for 50% of approved wages per the 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: _____

COUNTY USE ONLY

Case Number: _____

Approved: _____
Total Reimbursement at 50% of wage: _____

Case Manager _____

Date _____

Program Manager _____

Date _____

Accounting Use: Index codes 530700 Sub Object Code 5012 User Code _____ Pin Code _____

- Assistance
 One Parent

Non-Assistance
Two-parent

State Only (Check only when status changes to State Only)



CalWORKs Subsidized Employment Program

MONTHLY INVOICE INSTRUCTIONS

The Monthly Invoice can be saved to your computer and updated monthly. A sample form is provided for reference.

1. Select location (Placerville or South Lake Tahoe).
2. List your business name, complete address, and phone number (with area code).
3. Employee name.
4. CalWORKs Subsidized Employment Program Contract number.
5. Hourly rate as agreed upon in the CalWORKs Subsidized Employment Program Contract.
6. Contract Termination date. Update if contract extensions are approved.
7. Indicate the start and end dates of pay periods for the invoice month. If the pay periods overlap a calendar month, list up to the last pay period of each month.

- a. For example, if you have weekly pay periods and work weeks are Sunday-Saturday, April 2014 pay periods would be entered as follows:

4/06/2014 - 4/12/2014

4/13/2014 - 4/19/2014

4/20/2014 - 4/26/2014

The remaining days in April (4/27 through 4/30/2014) would be submitted on May invoice.

8. List hours worked in that pay period. The form is designed to automatically calculate gross wages and month total; however, please verify calculations.
9. "Subtotal" and "Reimbursable wages" will be completed by County of El Dorado staff
10. Sign and date form. Please remember to include copies of all pay records for the requested reimbursement.

If you have any questions or require assistance, please contact the CalWORKs Subsidized Employment Program at (530) 642 - 4800.

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Don Ashton, M.P.A.
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District V

CalWORKs 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 and Title (Employment Services Manager)

Signature

Date

By: _____
Typed Name, Director

Signature

Date

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EMPLOYER

By: _____
Typed Name and Title

Signature

Date

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