

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

984



FROM: Human Resources Department

SUBMITTAL DATE:
May 24, 2010

SUBJECT: Approve the Professional Services Agreement between the City of Hemet and the County of Riverside to provide temporary staffing through the Subsidized Time-Limited Employment Program (STEP).

RECOMMENDED MOTION: That the Board of Supervisors: 1) Approve the attached professional services agreement between the County of Riverside and the City of Hemet until September 30, 2011; 2) authorize the Purchasing agent to sign a one year renewal should funding become available; and 3) authorize the Chairperson to sign four (4) copies of the attached Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In August 2009, the Board of Supervisors approved the implementation and administration of the Subsidized Time-Limited Employment Program (STEP) a partnership between the Department of Social Services and Human Resources.

Barbara A. Olivier

Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10 2010/11

SOURCE OF FUNDS: TAP/STEP salaries will be reimbursed from available federal funds through the invoicing process.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Karen L. Johnson*
Karen L. Johnson

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District:

Agenda Number:

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 5/26/10

Departmental Concurrence

Background Continued

STEP is funded through the federal American Recovery and Reinvestment Act of 2009 and provides skills enhancement and job training to recipients of public assistance through temporary employment opportunities.

STEP was originally approved for the placement of participants on temporary assignments within County departments through the Human Resources Temporary Assignment Program. Approval of this agreement will expand STEP to include other local governmental agencies. The City of Hemet has expressed great interest in the program, especially considering the economic situation currently facing our region. Cities within Riverside County are enthusiastic about partnering with the County in support of this federally funded program and see this as an opportunity to provide some of their very own constituents with job skills training and temporary employment while also providing a boost to their local economies via employment of eligible residents.

Placement of workers through STEP is contingent upon availability of funds from the American Recovery and Reinvestment Act of 2009. This program offers local public employers the opportunity to receive a subsidized worker at no cost due to the supervisor's time and wages being factored into the grant's matching requirements. This is an excellent opportunity to boost local employment amidst Riverside County's unemployment rate of approximately 15%.

This subsidized employment program requires that employers using subsidized workers must not layoff existing employees to place subsidized workers; must not supplant paid workers in favor of subsidized workers; and must adhere to certain restrictions on placement of subsidized workers within their organization to prevent placement of a subsidized worker that conflicts with opportunities for work for paid staff. The details of the placement prohibitions are contained in Exhibit B of the attached professional services agreement.

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PROFESSIONAL SERVICE AGREEMENT

FOR

**PLACEMENT OF TEMPORARY STAFF IN RIVERSIDE COUNTY'S
SUBSIDIZED TIME-LIMITED EMPLOYMENT PROGRAM**

BETWEEN

THE CITY OF HEMET

AND

THE COUNTY OF RIVERSIDE

Subsidized Time-Limited Employment Program
Service Agreement

This Agreement, made and entered into this day of , 2010, by and between the CITY OF HEMET, a municipal corporation, hereinafter referred to as "CITY," and THE COUNTY OF RIVERSIDE, herein referred to as "CONTRACTOR," a political subdivision of the State of California, with respect to the following facts:

RECITALS

WHEREAS, the CITY OF HEMET requires the services of a contractor that is capable of providing placement of workers funded by the American Recovery and Reinvestment Act of 2009 in its Subsidized Time-Limited Employment Program (STEP);

WHEREAS, CONTRACTOR has experience in providing temporary placement personnel services;

WHEREAS, CONTRACTOR and CITY have a desire to provide job opportunities for recipients of public assistance to facilitate job training, gaining employment experience, and providing employment opportunities during a time of economic recession when provisions exist where workers can be funded through the 2009 American Recovery and Reinvestment Act;

WHEREAS, selection of CONTRACTOR is expected to achieve the desired results in an expedited fashion; and

WHEREAS, CONTRACTOR has submitted a proposal to the CITY OF HEMET and affirmed its willingness and ability to perform such work;

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing Recitals and mutual covenants contained herein, the CITY OF HEMET and CONTRACTOR agree as follows:

1. Description Of Services

Retention of Contractor. CITY retains CONTRACTOR to perform, and CONTRACTOR agrees to render, the following services:

CONTRACTOR shall provide to CITY on an as-needed basis placement of participants in the CONTRACTOR'S Subsidized Time-Limited Employment Program as may be requested by the CITY.

Placements of workers by CONTRACTOR shall be made at the entry-level of work in the CITY'S organization. The CITY shall pay no wages or services fees for the placement of these staff. CITY shall not cause existing staff to be laid off by a Subsidized Time-Limited Employment Program (STEP) worker, and STEP workers may not take the place of an employee who would otherwise be promoted.

CONTRACTOR shall be solely responsible for the payment of the CONTRACTOR'S Subsidized Time-Limited Employment Program employees assigned to CITY pursuant to this agreement, including wages, benefits, payroll deductions, unemployment and workers' compensation as well as the employer's share of social security.

2. Standard of Performance. While performing the services, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of

Subsidized Time-Limited Employment Program
Service Agreement

1 CONTRACTOR'S profession practicing in the metropolitan southern California area, and shall use
2 reasonable diligence and best judgment while exercising its professional skill and expertise.
3

4 3. **Term.** The term of this Agreement shall become effective upon approval and signature by both CITY
5 and CONTRACTOR and shall remain in effect until September 30, 2011, unless otherwise terminated
6 pursuant to the provisions stated herein. Upon expiration of the term of the Agreement, by consent of
7 CITY and CONTRACTOR, the term of the agreement may be extended for up to one year. More than
8 one extension may be made. Under no circumstances, however, may the term of the Agreement extend
9 past September 30, 2013. Notwithstanding these provisions, the Agreement may be terminated pursuant
10 to the provisions stated herein.
11

12 4. **Availability of Funding.** This agreement is entered to place temporary staff who are funded by funds
13 received from the American Recovery and Reinvestment Act of 2009 to the County of Riverside's
14 Department of Public Social Services, where these services are provided to CITY through a partnership
15 with the Department of Public Social Services and Human Resources. The placement of temporary
16 workers is subject to the availability of those funds. If funds should cease, the County of Riverside is
17 under no obligation to continue offering subsidized workers to CITY. If funding availability should
18 cease, employment of temporary personnel may cease at any time, without obligation for advance notice
19 to CITY. The County agrees that it will make reasonable efforts to provide notice of lack of funding,
20 but cannot guarantee an advance notice to CITY.
21

22 5. **Temporary Personnel.** Contractor will recruit, interview, select, hire personnel on a temporary basis
23 who are eligible to participate in its Subsidized Time-Limited Employment Program who, in
24 CONTRACTOR'S judgment, are qualified to perform the services required by the CITY.
25 CONTRACTOR shall be responsible for all employment-related matters of such temporary personnel
26 including but not limited to compensation, discipline and termination of assignment. CITY will
27 adequately instruct, assist and supervise temporary personnel in performing the agreed upon duties in an
28 attended environment that contains proper internal procedures and safeguards. Temporary personnel
29 assigned to the CITY are employees of CONTRACTOR and shall not be considered or treated as
30 employees of the CITY by the parties, except to such extent required by any applicable law.
31 CONTRACTOR shall make every effort to furnish all personnel necessary to perform the services.
32 CONTRACTOR recognizes that the qualifications and experience of the personnel to be used are vital
33 to professional and timely completion of the services. Personnel assigned to perform portions of the
34 services shall remain assigned through completion of the services, unless otherwise mutually agreed by
35 the parties in writing, or caused by hardship or resignation, in which case substitutes shall be subject to
36 CITY approval.
37

38 **If CITY requires the temporary personnel to drive CITY vehicles licensed for highway use, the**
39 **CONTRACTOR shall confirm that each candidate required to drive has a valid class 'C'**
40 **California drivers license, CONTRACTOR receives and provides to CITY a copy of the**
41 **candidate's DMV driving record and requires the candidate to attend CONTRACTOR driver's**
42 **training class. The CITY will provide insured vehicles for the temporary personnel to drive on**
43 **behalf of the CITY.**
44

45 6. **Tools, Equipment, and Safety Equipment.** All tools, equipment, and safety equipment including
46 personal protective gear shall be provided by CITY for use by temporary STEP employees on
47 assignment to their organization.

Subsidized Time-Limited Employment Program
Service Agreement

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2 7. **Subcontracting.** CONTRACTOR shall not subcontract any portion of the work required by this
3 Agreement, without prior written approval of CITY. Subcontracts, if any, shall contain a provision
4 making them subject to all provisions stipulated in this Agreement.
5
- 6 8. **Contract Administration.** CITY'S CITY MANAGER or the authorized representative of the CITY
7 MANAGER shall administer this Agreement on behalf of the CITY. CONTRACTOR shall identify the
8 specific person(s) assigned to handle the placement of temporary Subsidized Time-Limited Employment
9 Program personnel with CITY. When a new person is assigned this responsibility, that person's name
10 and qualifications shall be provided in writing to CITY MANAGER within five days of that assignment.
11 The person administering this Agreement shall be referred as Contract Administrator.
12
- 13 9. **Independent Contractor.** Contractor, and Contractor's agents, servants, representatives, and
14 employees, shall at all times during performance of the services retain the status as independent
15 contractor. Consultant's agents, servants, representatives, and employees shall under no circumstances
16 be considered or held to be employees or agents of CITY, and CITY shall have no obligation to pay or
17 withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on
18 behalf of them or CONTRACTOR.
19
- 20 10. **Indemnification.** CONTRACTOR shall defend, indemnify and hold CITY, its officers and employees,
21 harmless from its proportionate share of any and all loss, damage, claim for damage, liability, expense or
22 cost, including reasonable attorney's fees, which arise out of or is in any way connected with the
23 performance of work under this Agreement by CONTRACTOR or any of CONTRACTOR'S employees
24 as respects their recruitment and placement services provided for in this Agreement and from all claims
25 by CONTRACTOR'S agents, servants, representatives, employees, or sub-consultants for compensation
26 for services rendered to CONTRACTOR in the performance of this Agreement,. This indemnification
27 shall not apply to any liability, claims, or damages caused by or allegedly caused by personnel provided
28 by the CONTRACTOR if such liability, claims or damage arise from activities or failure to act during
29 the time said employees are under the day to day direction of the CITY.
30
- 31 11. **Workers' Compensation Insurance.** By executing this Agreement, CONTRACTOR certifies that
32 CONTRACTOR is aware of and will comply with Section 3700 of the Labor Code of the State of
33 California requiring every employer to be insured against liability for workers' compensation or to
34 undertake self-insurance before commencing any of the work. CONTRACTOR shall carry the
35 insurance or provide for self-insurance required by California law to protect said CONTRACTOR from
36 claims under the Workers' Compensation Act. CONTRACTOR'S responsibility for workers'
37 compensation claims under this Agreement shall be limited to the injuries or illnesses sustained while
38 the employees are employed by the CONTRACTOR. CONTRACTOR shall only be responsible for its
39 pro rata share of any successful claim made for continuing trauma or illness arising out of and in the
40 course of employment.
41

42 Prior to CITY'S execution of this Agreement, CONTRACTOR shall file with CITY either (1) a
43 certificate of insurance or self-insurance for such coverage; or (2) a certified statement that
44 CONTRACTOR has no employees, and acknowledging that if CONTRACTOR does employ any
45 person, the necessary certificate of insurance will immediately be filed with CITY. Any certificate filed
46 with the CITY shall provide that CITY shall be given ten (10) days prior written notice before
47 modification or cancellation thereof.

Subsidized Time-Limited Employment Program
Service Agreement

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2 12. **Insurance.** Each party to this agreement hereby agrees to maintain insurance to cover liability arising
3 from their performance under this agreement. The CITY and the CONTRACTOR shall each maintain
4 Commercial General Liability Insurance for not less than \$1,000,000 combined single limit and
5 Automobile Liability Insurance with a limit of not less than \$1,000,000 combined single limit. If either
6 party maintains insurance with an aggregate limit the aggregate limit will be at least equal twice the per
7 occurrence limit.

8
9 The insurance maintained by each party to this agreement shall be deemed primary coverage for liability
10 claims arising from each party's respective performance and the other party's insurance shall not be
11 deemed contributory or excess coverage.

12
13
14 The parties agree that they will name the other party by endorsement as an Additional Insured to their
15 respective insurance policies.

16
17 CONTRACTOR and/or CITY may satisfy the insurance requirements contained herein with a program
18 or programs of self insurance.

19
20 13. **Accounting Records.** CONTRACTOR shall maintain complete and accurate records with respect to
21 costs incurred under this Agreement. CITY shall maintain copies of timesheets and payroll data on all
22 Subsidized Time-Limited Employment Program placements, and shall maintain copies of payroll
23 records on CITY supervisors who supervise STEP workers for a period of 5 years. These records shall
24 be subject to inspection by CONTRACTOR at any time.

25
26 14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement. If any
27 temporary employee placed for Subsidized Time-Limited Employment Program work by Contractor
28 fails to meet CITY'S requirements, and CITY notifies CONTRACTOR of its dissatisfaction, Contractor
29 shall immediately remove the employee from the assignment.

30
31 15. **General Compliance with Laws.** CONTRACTOR shall keep fully informed of federal, state and local
32 laws and ordinances and regulations which in any manner affect the Contractor's agents, servants,
33 representatives, or employees, or in any way affect the performance of services by Contractor and its
34 agents, servants, representatives, or employees, pursuant to this Agreement. Contractor and its agents,
35 servants, representatives, or employees shall at all times observe and comply with such laws, ordinances,
36 and regulations.

37
38 16. **Amendments.** This Agreement may be amended or supplemented only by written documents signed by
39 both parties.

40
41 17. **Termination.** This Agreement may be terminated by either party upon thirty (30) days prior written
42 notice to the other party.

43
44 18. **Venue.** In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to
45 settle the matter amicably at the working level. Where the parties are unable to resolve the dispute,
46 either party may by Notice setting out the particulars of the dispute, refer the matter to the senior
47 management of the parties. If senior management cannot resolve the dispute within thirty- (30) days of

Subsidized Time-Limited Employment Program
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1 the Notice of Dispute, the dispute shall be referred to non-binding arbitration. Any such arbitration will
2 be conducted in accordance with the rules of the American Arbitration Association and shall be
3 conducted by a single arbitrator, in English, in the City of Riverside, CA. The costs of the non-binding
4 arbitration shall be apportioned between the parties, or against one or more of the parties, as the
5 arbitrator may decide. The Parties agree to continue with performance of the Agreement during any such
6 dispute period and resolution thereof.
7

8 19. **Notices.** Services of any notices or other documents required or permitted under this Agreement shall be
9 sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as
10 follows:

11 Contractor
12 Human Resources Department – Temporary Assignment Program
13 County of Riverside
14 1111 Spruce Street
15 Riverside, CA 92507
16

17 20. **Successors and Assigns.** It is mutually understood and agreed that this Agreement shall be binding
18 upon CITY and CONTRACTOR and their respective successors.
19

20 21. **Nondiscrimination.** During the performance of this Agreement, Contractor shall not discriminate on the
21 grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental
22 disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome
23 (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in the selection and
24 retention of agents, servants, representatives, employees, and subcontractors, and the procurement of
25 materials and equipment, as prohibited by federal, states, and local law and regulation. During the
26 performance of services, Contractor shall instruct its agents, servants, representatives, employees, and
27 sub-contractors that they may not discriminate on the grounds of race, religious creed, color, national
28 origin, ancestry, age, physical disability, mental disability, medical condition including the medical
29 condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital
30 status, sex or sexual orientation, as prohibited by federal, states, and local law and regulation. Further,
31 Contractor and Contractor's agents, servants, representatives, employees, and subcontractors agree to
32 conform to the requirements of the Americans with Disabilities Act in the performance of this
33 Agreement.
34

35 22. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and/or in part, in
36 this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part
37 thereof shall be severed from this Agreement and shall not affect any other provision, term, covenant
38 and/or restriction of this Agreement and the remainder of the Agreement shall continue to full force and
39 effect.
40

41 23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of
42 Contractor each represent and warrant that they have the legal power, right and actual authority to bind
43 Contractor to the terms and conditions hereof and thereof.
44

45 24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms
46 of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes
47 all prior and contemporaneous understandings or agreements of the parties. Neither party has been

Subsidized Time-Limited Employment Program
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1 induced to enter into this Agreement by, and neither party is relying on, any representation or warranty
2 outside those expressly set forth in this Agreement.

Subsidized Time-Limited Employment Program
Service Agreement

1 IN WITNESS WHEREOF City and Contractor have caused this Agreement to be duly executed on the day
2 and year first above written.

3 **ATTEST:**
4 Clerk to the Board
5 Kecia Harper-Ihem
6
7

COUNTY OF RIVERSIDE

8 By _____
9 Deputy

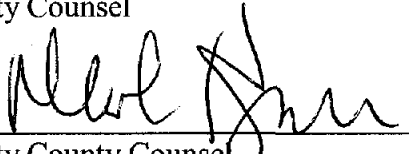
By _____
Chairman, Board of Supervisors

10
11 Date _____

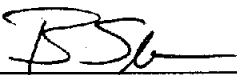
Date _____

12
13
14 Approved as to form and content:

15
16 Pamela J. Walls
17 County Counsel

18
19 By 
20 Deputy County Counsel
21
22

23
24 **CITY OF HEMET, a**
25 municipal corporation

26
27 By 
28

29
30 Title City Manager

31
32 Date May 26, 2010

33
34 Attest 
35 City Clerk
36
37

Subsidized Time-Limited Employment Program
Service Agreement

EXHIBIT A
SCOPE OF SERVICE

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4 1. CITY will be utilizing the County of Riverside's Human Resources Department Temporary
5 Assignment Program (TAP), herein referred to as "CONTRACTOR", for placement of Subsidized
6 Time-Limited Employment Program (STEP) participants into temporary employment opportunities
7 with CITY.
8
- 9 2. The CONTRACTOR is responsible for all terms and conditions of employment including: hiring,
10 firing, fitness for duty, taxes, workers' compensation, unemployment compensation, etc. for
11 temporarily assigned individuals in the Subsidized Time-Limited Employment Program. All
12 temporarily assigned individuals are considered employees of the CONTRACTOR and are not, and
13 will not be considered employees of the CITY.
14
- 15 3. Staffing Process
16 3.1. CITY shall request placement of STEP workers utilizing CONTRACTOR'S STEP JOB
17 ORDER form. CITY shall specify desired number of candidates, work hours of candidates, and
18 minimum qualifications and other hiring criteria to assist CONTRACTOR in identifying best-fit
19 placements.
20 3.2. CONTRACTOR will confirm Job Order request within one business day after a request is made
21 for a STEP worker for placement.
22 3.3. CONTRACTOR will communicate with CITY within three business days the status of STEP
23 workers' availability for placement with CONTRACTOR.
24 3.4. CONTRACTOR is responsible for communicating to its employees information regarding pay
25 rates, hours of work, duration and location of assignment, expectations, dress code and other
26 information concerning the assignment.
27 3.5. Temporarily assigned individuals provided under the terms of this contract will be appropriately
28 dressed for the assignment and shall maintain a professional demeanor.
29 3.6. The user department reserves the right to reduce the length of temporary assignment of a STEP
30 worker and will provide the CONTRACTOR with as much notification as possible. The CITY
31 reserves the right to require the replacement of any individual.
32 3.7. If at any time the temporarily assigned STEP individual is determined to be unsatisfactory, the
33 CITY agrees to notify the CONTRACTOR immediately and a qualified replacement will be
34 provided within a reasonable period of time.
35
- 36 4. Background Screening
37 4.1. The CONTRACTOR is responsible for the initial pre-employment background screening prior
38 to the temporary employee beginning their assignment. The scope of the background check
39 involves a Department of Justice Criminal Records check for the state of California, and any
40 additional states of residence listed on the STEP worker's background check paperwork. Any
41 criminal records obtained on applicants will be compared with the CITY'S specified hiring
42 criteria, and STEP placements will be made with these requirements observed.
43
44 4.2. Should an additional background check be required due to the nature of the assignment, the
45 CITY may be responsible for the costs of the additional checks.
46
47

Subsidized Time-Limited Employment Program
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1 5. Employment of Relatives

2 5.1. The CITY shall not appoint, execute direct supervision over or initiate or participate in decisions
3 (including but not limited to initial employment, retention, promotion or work assignments,
4 hours of work, etc.) specifically pertaining to the CONTRACTOR'S temporarily assigned
5 individual who is his or her spouse or the spouse of any officer superior, to himself or herself in
6 any capacity for compensation, or who is related within the first degree of consanguinity
7 whether by blood or marriage. Whether by blood or marriage shall mean husband, wife, father,
8 mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law,
9 brother-in-law, sister-in-law.

10
11 6. Pay Rates

12 6.1. CONTRACTOR will set the pay rates for temporarily assigned individuals in accordance with
13 the comparable pay rates for classifications corresponding with the CONTRACTOR'S
14 established classification pay at 5.5% lower than the minimum comparable CONTRACTOR'S
15 range. In the event there is no comparable classification within CONTRACTOR'S
16 organization, CONTRACTOR retains the right to set the pay rate based on its judgment and
17 expertise in staffing temporary workers.

18
19 7. Shift Differentials

20 7.1. Temporary workers in the Subsidized Time-Limited Employment Program shall not be eligible
21 for shift differentials.

22
23 8. On-Call Duty

24 8.1. Temporary workers in the Subsidized Time-Limited Employment Program shall not be eligible
25 for on-call duty pay.

26
27 9. Bilingual Compensation

28 9.1. CONTRACTOR'S employees who are assigned bilingual job duties by CITY shall receive
29 additional compensation of \$.50 per hour for all hours actually worked. Anyone contemplated
30 to receive the bilingual compensation premium must pass an examination by CONTRACTOR
31 prior to receiving this compensation. CONTRACTOR'S employees not receiving bilingual
32 compensation shall not be expected to perform bilingual services.

33
34 10. Injury Reporting

35 10.1. CITY shall take whatever steps are necessary to protect the CONTRACTOR'S employee and
36 provide any emergency treatment necessary during the event of an emergency.
37 CONTRACTOR'S employees are not to be sent to emergency rooms/hospitals EXCEPT in
38 cases where immediate medical treatment is necessary and a designated industrial medical
39 facility is not open or cannot treat the level of injury sustained by the CONTRACTOR'S
40 employee. In the event of an injury the CITY must contact the CONTRACTOR within 24 hours
41 of the date of knowledge and report CONTRACTOR'S employee as injured. CONTRACTOR
42 will complete State Form DWC-5020, Employer's Report of Occupational Injury or Illness, and
43 other pertinent documents by obtaining all applicable information from CITY. CITY will not
44 make any knowingly false or fraudulent material statement regarding an injured employee as it
45 is a felony and can result in prosecution, fines and/or jail time. CITY agrees to cooperate with
46 the Contractor on any work related injury or illness arising from temporary personnel provided

Subsidized Time-Limited Employment Program
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1 under this Agreement. Such cooperation shall include, but not be limited to: assisting in
2 investigations, providing documents and providing other related information.
3

4 11. Direct Hiring of Subsidized Time-Limited Employment Workers

5 11.1. CONTRACTOR'S temporarily assigned STEP individuals may be transitioned to permanent
6 employment with CITY without a fee to the CITY if the individual applies directly with the
7 CITY through the normal employment process and elects to accept employment with the
8 COMPAMY within or outside of the contract user's agency. The CITY will not in any way be
9 responsible for the CONTRACTOR'S employees who voluntarily leave the CONTRACTOR'S
10 employment or engage in employment with any other CITY of entity.
11

12 11.2. CITY is encouraged to direct hire STEP candidates at the end of their temporary employment
13 assignment with CONTRACTOR, however CITY may do so at any time. If the CITY desires to
14 hire any employee of the CONTRACTOR, the CITY will notify the CONTRACTOR.
15

16 12. Reporting

17 12.1. CONTRACTOR employees placed with the CITY are limited to working not more than six
18 (6) months or 1,000 hours on any one assignment. Extensions may be considered on a case by
19 case basis.
20

21 13. Billing

22 13.1. Business mileage is **NOT REIMBURSABLE** for temporarily assigned individuals working
23 in CONTRACTOR's Subsidized Time-Limited Employment Program. The CITY is hereby
24 advised and agrees that CITY will be billed at the current Internal Revenue Service (IRS)
25 standard mileage rate for any mileage incurred by the temporarily assigned Subsidized Time-
26 Limited Employment Program (STEP) individual in traveling outside of their designated work
27 location while performing their duties. The CONTRACTOR will not be responsible for any
28 cost associated with travel or parking requested by the CITY.
29

30 14. Overtime

31 14.1. Temporarily assigned individuals working in CONTRACTOR'S Subsidized Time-Limited
32 Employment Program are **NOT AUTHORIZED** to work over 40 hours in their FLSA 40-hour
33 workweek. CITY agrees not to exceed 40-hours in each placement's FLSA workweek. No
34 payment of overtime is allowed.
35

36 15. Timesheets

37 15.1. CONTRACTOR must provide timesheets for their employees, signed by both the
38 temporarily assigned individual and the authorized CITY contact. All signatures must be legible
39 with the name of the signing party printed beneath. Additional cost center numbers or billing
40 codes must be included on the temporarily assigned individual's timesheet when it is turned in
41 at the end of the pay period otherwise the billing will automatically default to the CITY'S
42 established billing code. Temporarily assigned individuals shall receive payment from the
43 CONTRACTOR via check or direct deposit. CONTRACTOR will provide the CITY with a
44 payroll calendar with the deadlines for timesheets to be received in the CONTRACTOR'S
45 office. All temporarily assigned individual must have their timesheets submitted by each
46 deadline in order to receive compensation for hours worked during that pay period. The CITY

Subsidized Time-Limited Employment Program
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1 will make every effort to ensure all deadlines are met and all timesheets are received by the
2 CONTRACTOR.
3

4 16. Grant Reporting – Supervisor Worksheet

5 16.1. At the conclusion of each timesheet reporting period, CITY shall cause supervisors with
6 assigned STEP workers to complete the In Kind Match Form. This worksheet must be
7 submitted on the same schedule timesheets are due from CITY. All STEP workers employed by
8 CITY must be accounted for on a worksheet completed by their assignment supervisor.
9

10 17. STEP Worker Evaluations

11 17.1. The purpose of the Subsidized Time-Limited Employment Program is to offer on-the-job
12 experience to workers, to build skills and promote employment in the community. To ensure
13 that STEP candidates are performing well on their assignments, and to provide employment
14 related counseling as necessary, supervisors from CITY who supervise STEP workers agree to
15 provide a brief evaluation of each STEP worker, utilizing a form provided by CONTRACTOR.
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Subsidized Time-Limited Employment Program
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EXHIBIT B
STATE REGULATIONS REGARDING DISPLACEMENT ACTIVITIES

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Subsidized Time-Limited Employment Program
Service Agreement

NONLINKING FACTORS OF PUBLIC ASSISTANCE ELIGIBILITY

Regulations

WELFARE-TO-WORK 42-720

(Cont.)

42-720

NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES

42-720

1 Displacement Provisions

Except as specified in Section 42-720.3, an education, employment, or training program position specified in Sections 42-716.31(a) through (l), or under any county pilot project, may not be created as a result of, or may not result in, any of the following:

- .11 Displacement or partial displacement of current employees including, but not limited to, a reduction in hours of nonovertime and overtime work, wages, or employment benefits.
- .12 The filling of positions that would be promotional opportunities for current employees, unless such promotions are routinely filled through an open process in which recipients are provided an opportunity to compete for the job.
- .13 The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
- .14 The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.
- .15 The filling of a position created by termination, layoff, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position.
- .16 A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
- .17 The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
- .18 The termination of a contract for services, before its expiration date, that displaces or partially displaces workers performing contracted services and which is caused by the employer's intent to fill the vacancy with a subsidized welfare-to-work participant.
- .19 The denial to a participant or employee of protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws.

Sections 42-720.12, 42-720.14, and 42-720.17 shall not apply to unsubsidized employment placements.

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(Cont.)

42-720 NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES
(Continued)

42-720

.3 Notification of labor unions and non-union employees of the use of CalWORKs recipients.

.31 The CWD shall notify or ensure that an employment or training provider notifies:

.311 The appropriate labor union of the use of a CalWORKs recipient assigned to a welfare-to-work employment or training activity described in Section 42-716.31 or any position created under a county pilot project, in any location or work activity controlled by an employer and covered by a collective bargaining agreement between the employer and a union; or

.312 Non-union employees of the use of CalWORKs welfare-to-work participants and the availability of the grievance process described in Section 42-720.4.

(a) Display of a poster shall satisfy this requirement.

(1) The poster required by Section 42-720.312(a) shall not identify any welfare-to-work participant.

.4 Employee Displacement Grievance Process

The following grievance process shall be used to resolve the complaints of regular employees or their representatives who believe assignment of a welfare-to-work participant to community service, work experience, on-the-job training (OJT), or any activity funded by grant-based OJT training violates any of the displacement provisions contained in Section 42-720.1, as applicable. All displacement complaints shall be in written form and shall include the full name, address (if any), and telephone number (if any) of the alleged displaced employee, the full name and address of the employer against whom the complaint is being filed, a clear and concise statement of the facts concerning the alleged displacement, including pertinent dates, and a statement that the complaint has been signed under penalty of perjury.

.41 Informal Resolution

.411 Upon receipt of a written complaint by the employee or employee's representative, the CWD shall contact both the complainant and affected employer and attempt to informally resolve the complaint.

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(Continued)

.412 The period for informal resolution shall begin on the date the complaint is received by the CWD and shall not exceed ten calendar days.

(a) Nothing in this section shall prohibit informal resolution of the complaint at any time during the displacement grievance process.

.413 Following its efforts to informally resolve the complaint, the CWD shall send a letter informing the complainant of the following:

(a) The employer's response to the complaint, including any actions the employer is willing to take toward informal resolution.

(b) The right to request a formal hearing as specified in Section 42-720.421 if the complainant is dissatisfied with the employer's informal response.

(c) The procedures for filing a formal hearing including the address to which a request for hearing should be sent.

(d) The time limit for filing a request for formal hearing as specified in Section 42-720.421(a).

.414 The CWD shall send the letter required by Section 42-720.413 no later than the twentieth calendar day from the date the complaint was received by the CWD.

(a) Copies of the letter shall be sent to the affected employer.

.42 Formal Hearing

.421 If the complaint cannot be informally resolved, the complainant may request a formal hearing.

(a) A written request for formal hearing must be filed no later than ten calendar days following the employee's receipt of the letter required by Section 42-720.413.

(1) The date postmarked on the hearing request shall be considered the date of its filing.

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1
2 **42-720 NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES 42-720**
3 (Continued)

4 .422 Formal hearings shall be conducted by the California Department of Social Services (CDSS),
5 State Hearings Division.

6 .423 The CDSS, State Hearings Division shall inform the complainant, the CWD, and affected
7 employer in writing of the date, time and location of the hearing and of the opportunity to present
8 evidence, bring witnesses, cross-examine witnesses, and bring or send an authorized
9 representative.

- 10 (a) An authorized representative is defined as an individual or organization that has been authorized by the
11 complainant or affected employer to act on behalf of the complainant or affected employer in any and all
12 aspects of the formal hearing. An authorized representative may include legal counsel, a relative, friend,
13 or other spokesperson.
- 14 (b) Upon the request of any party to the complaint, a hearing may be postponed prior to the hearing or at the
15 hearing, if such request or postponement is for good cause. The Department shall have the authority to
16 request verification to support the request for postponement. Notwithstanding the provisions of this
17 section the time limits contained in Section 42-720.425 shall apply. The criteria for good cause includes,
18 but is not limited to, the following:
- 19 (1) Death in the family.
- 20 (2) Personal illness or injury.
- 21 (3) Sudden and unexpected emergencies which prevent the complainant or the employer or their
22 respective authorized representatives from appearing.
- 23 (4) A conflicting court appearance which can not be postponed.
- 24 (c) A party who wishes to submit a document into evidence must provide a copy of it, free of charge, to the
25 other party.
- 26 (d) The Administrative Law Judge may not discuss the merits of a pending state hearing with one party
27 outside the presence of the other party.
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WELFARE-TO-WORK 42-720

(Cont.)

2
3 **42-720 NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES**

42-720

4 (Continued)

5 .424 Except as specified in this section, the following provisions of MPP, Division 22 shall apply to
6 formal hearings:

7 (a) Except as specified below, Section 22-049 relating to general rules and
8 procedures at the hearing.

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10 (1) Notwithstanding the provisions of Section 22-049.1, both the complainant and affected employer
11 may bring or send an authorized representative.

12 (2) To the extent that Section 22-049.11 refers to rehearings, it shall not apply.

13 (3) Sections 22-049.52 and 22-049.532, and any references to Section 22-049.532, shall not apply.

14 (4) Sections 22-049.8 and 22-049.9 shall not apply.

15 (5) To the extent the provisions of Section 22-049 apply to formal hearings, all references to
16 "claimant" and "county" shall be deemed to refer to "complainant" and "affected employer,"
17 respectively.

18 (b) Section 22-050 relating to evidence.

19 (1) Requirements at Section 22-050.21 shall not apply.

20 (c) Section 22-053.2 relating to postponements and continuances for additional
21 evidence.

22 (1) Notwithstanding the time parameters identified in Section 22-053.2, the time limit set forth in
23 Section 42-720.425 shall apply.

24 (d) Sections 22-061.1, .3, and .4 relating to submission and adoption of proposed
25 decisions

26 (e) Section 22-062 relating to action by the Director.
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(Continued)

(1) Notwithstanding the time limits for director action specified in Section 22-062.2, requirements for issuance of a hearing decision at Section 42-720.425 shall apply.

.425 A written hearing decision shall be issued within 90 calendar days of the date the complaint was received by the CDSS State Hearings Division.

.426 Copies of the written decision shall be sent to all affected parties. The decision shall include:

(a) A statement identifying the right to federal appeal of the hearing decision as specified in Section 42-720.5.

.427 When a hearing decision upholds the displacement complaint, the decision shall:

(a) Require termination of the assignment which brought about the complaint and any other assignments which have caused the displacement of regular employees.

(b) Identify those actions which shall be taken to remedy the displacement in accordance with Section 42-720.6.

.5 Remedies

.51 Remedies for displaced employees shall include reinstatement, back pay, and/or back benefits from the affected employer.

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42-720 NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES 42-720
(Continued)

.6 Union Grievance

.61 Any grievance procedure that is part of a collective bargaining agreement between the employer and labor union representing the dissatisfied employee shall be used in lieu of the process described in Section 42-720.42.

NOTE: Authority cited: Sections 10553, 10554, and 10604, Welfare and Institutions Code. Reference: Sections 11324.5, 11324.6, and 11324.7, Welfare and Institutions Code.

42-721 NONCOMPLIANCE WITH PROGRAM REQUIREMENTS 42-721

.1 The provisions of Sections 42-721.2, .3, and .4 shall not apply to:

.11 Teen parents who are subject to the Cal-Learn Program as described in Sections 42-762 through 42-769.

.12 Any person who is not required, but who volunteers, to participate in the Welfare-to-Work Program and who fails to appear for a scheduled appointment prior to entering into the welfare-to-work plan.

.13 A reunification parent as defined in Section 80-301(r)(3) whose welfare-to-work activities and services are only included in a reunification plan. .

131 A noncompliant individual shall remain eligible for CalWORKs activities and services until the expiration or termination of a voluntary placement agreement or the court terminates the reunification plan. .

2 Compliance Process

.21 An individual who is required to participate in program activities as a condition of receipt of aid shall be subject to sanctions specified in Section 42-721.4, whenever:

.211 He or she fails or refuses without good cause to comply with program requirements; and

.212 He or she subsequently fails or refuses without good cause to:

(a) agree to a compliance plan; or

(b) comply with a compliance plan agreed to by the CWD and the participant.

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