

FORM APPROVED COUNTY COUNSEL 9/24/15
 BY: GREGORY P. PRIAMOS DATE

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

345



FROM: Department of Public Social Services (DPSS)

SUBMITTAL DATE:
 September 22, 2015

SUBJECT: Ratify and approve the Agreement #CW-03172 with ResCare Inc. to provide Subsidized Employment Placement Services on behalf of DPSS for ten months with the option to renew the agreement for two additional years. Districts All; [\$9,194,697 total]; Federal Funding 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Agreement #CW-03172 with ResCare Inc. for the period of 09/01/15-06/30/16 for \$3,079,197, and thereafter annually at \$3,057,750 for the two (2) additional years; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options and to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed a 10% contingency, based on the availability of fiscal funds for required services as approved to form by County Counsel.

slh

Susan von Zabern
 Susan von Zabern
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,079,197	\$ 3,057,750	\$ 9,194,697	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$	

SOURCE OF FUNDS: Federal Funding 100%

Budget Adjustment: No
 For Fiscal Year: FY15/16-FY18/19

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: October 6, 2015
 xc: DPSS, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: N/A | District: All | Agenda Number:

3-37

Purchasing & Fleet Services: *Teresa Summers*
 Teresa Summers, Assistant Director

Departmental Concurrence

Positions Added
 Change Order
 A-30
 4/5 Vote

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

FORM 11: Ratify and approve the Agreement #CW-03172 with ResCare Inc. to provide Subsidized Employment Placement Services on behalf of DPSS for ten months with the option to renew the agreement for two additional years. Districts All; [\$9,194,697 total]; Federal Funding 100%

DATE: September 22, 2015

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BACKGROUND:

Summary

In 2012, Senate Bill 1041 created a separate 24-month time clock within the 48-month lifetime limit for receipt of CalWORKs assistance. In 2013, Assembly Bill 74 created several new early engagement strategies to address the need to provide enhanced services to CalWORKs customers during this shorter time frame. One of these early engagement strategies is the Expanded Subsidized Employment program. Due to the diverse needs of the CalWORKs population as well as the wide range of geographic areas and types of businesses throughout the county, DPSS is using several different strategies to implement this program, including the use of a mix of service providers (DPSS staff, another county agency, and an outside contract provider) in order to ensure the best possible array of subsidized employment opportunities for our customers.

Under this agreement, ResCare will contract with businesses and non-profit organizations throughout the county that will offer subsidized employment placements that will lead to unsubsidized employment opportunities. ResCare will also be tasked with placing CalWORKs recipients with significant barriers to employment as a component of this agreement. All CalWORKs customers placed in subsidized employment through this agreement will receive intensive case management and employment retention services designed to support their transition to unsubsidized employment. ResCare will also utilize their relationships with national business chains to develop the substantial number of additional subsidized employment opportunities needed to reach the overall FY 15/16 Expanded Subsidized Employment program placement goal of 500. At an average cost of \$7,644 per placement, it is expected that 300 customers per year will be placed in a subsidized job through this contract. Approximately two-thirds of the funding in this agreement will be used to pay the subsidized wages for individual employees.

Therefore, the Director of DPSS requests the Board approve the attached Agreement #CW-03172 with ResCare to provide Subsidized Employment Placement Services as the most responsive/responsible bidder for the entire county.

Impact on Residents and Businesses

These programs provide much needed assistance to individuals or families who are currently in the Welfare-to-Work Program and valuable services to the business community.

SUPPLEMENTAL:

Additional Fiscal Information

AB 74 Expanded Subsidized Employment Fiscal Year 2015/2016 Allocation for Riverside County \$6.3 Million. Federal Funding: 100%

Contract History and Price Reasonableness

Purchasing released a Request for Proposal DPARC-386A on Purchasing Departments' Public Purchase website, and an email notification was sent to over 700 companies. Three (3) responses were received, with proposals that ranged annually from \$386,599 to \$6,056,263.

The proposals were reviewed by an evaluation team consisting of personnel from the DPSS Self-Sufficiency Division. The evaluation team reviewed and scored each proposal based on the bidder's experience, cost, ability and response to all requirements listed in the Scope of Service. The lowest bidder was deemed non-responsive during the first round of evaluations based on not being able to meet any of the bid requirements. A best and final offer was proposed by the two (2) finalists Rescare and Citadel Community Development; and ResCare Inc. was selected as the lowest responsive/responsible vendor, with an annual cost not exceeding \$3,079,197. Citadel Community Development's proposal was \$3,100,210.

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The evaluation committee recommends that the award be given to ResCare Inc. as the lowest responsive and responsible vendor for the \$3,079,197 for FY 15/16 and \$3,057,750 annually for the two (2) additional one-year periods.

Attachments

A. CW-03172

SvZ:cg

**County of Riverside Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

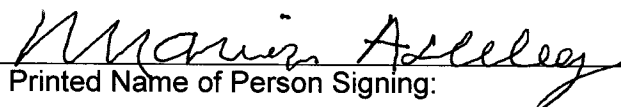
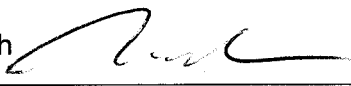
AGREEMENT: CW-03172
CONTRACTOR: Arbor E&T, LLC. d/b/a ResCare Workforce Services
EFFECTIVE: September 1, 2015 - June 30, 2016
MAXIMUM REIMBURSABLE AMOUNT: \$3,079,198.00

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Subsidized Employment Placement Services;


WHEREAS, Arbor E&T, LLC. d/b/a ResCare Workforce Services (hereinafter referred to as the "Contractor") is qualified to provide Subsidized Employment Placement Services;

WHEREAS, DPSS desires Arbor E&T, LLC. d/b/a ResCare Workforce Services, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County: 	Authorized Signature for Arbor E&T, LLC. d/b/a ResCare Workforce Services 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Michael Hough
Title: Chair, Board of Supervisors	Title: President, ResCare Workforce Services
Address: 10281 Kidd St. Riverside, CA 92503	Address: 9901 Linn Station Road Louisville, KY 40223
Date Signed: OCT 06 2015	Date Signed: 9/9/15

ATTEST:
 KECIA HARPER, JHEM, Clerk
 By  DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY:  9/23/15
 ERIC STOPHER DATE

OCT 06 2015 3-37

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List of Exhibits

- Exhibit A- Plan 109 referral
- Exhibit B- Subsidized Employment Position Description
- Exhibit C- Monthly Performance Evaluation
- Exhibit D- DPSS Forms 2076A & 2076B
- Exhibit E- Payroll Register Example
- Exhibit F- Timesheet Template
- Exhibit G- Assurance of Compliance

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CalWORKs" refers to California Work Opportunity and Responsibility to Kids, California's state TANF program.
- B. "Contractor" refers to Arbor E&T, LLC. d/b/a ResCare Workforce Services and its employees, agents and representatives providing services under this Agreement.
- C. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- D. "Employer" refers to a business/organization that has an Agreement with the Contractor to employ Subsidized Program Participants.
- E. "ESE" refers to the Expanded Subsidized Employment program in California.
- F. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- G. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- H. "Subsidized Participants" refers to the Department of Public Social Service, CalWORKs clients.
- I. "WTW" refers to California's Welfare to Work (WTW) program designed to assist welfare recipients to obtain or prepare for employment. Welfare to Work is part of CalWORKs (TANF)

II. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. DPSS will refer eligible CalWORKs customers from the Riverside County CalWORKs Welfare to Work program to Contractor using Plan 109 referral (Exhibit A).
- D. DPSS will determine eligibility for all CalWORKs customers enrolled in the program.
- E. DPSS program staff will provide a copy of a current resume for each CalWORKs participant.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

The Contractor shall:

1. Assign staff to be the liaison between the Contractor and DPSS.
2. Provide the following Services:

2.1. Subsidized Employment Program Development:

- a) Contractor must contract directly with employers that are private, for profit, non-profit organizations and local government (excluding County of Riverside agencies and departments). Resulting subsidized employment placements must have the potential to transition into unsubsidized employment.
- b) Contractor must ensure that Subsidized Program participants receive the same on the job training, support and information as an unsubsidized employee within a subsidized employment site. Contractor will work with employers to provide any necessary support and/or services that are needed to help them retain their position as an unsubsidized employee at the end of the subsidy period.
- c) Contractor will work directly with the Subsidized Program participants referred by DPSS making initial contact within five (5) business days. Upon contact with participant, Contractor will create a Subsidized Program participant placement plan based on participant skills, experience and education level in order to link them with subsidized employment opportunities.
- d) Contractor will develop and provide case management services. At a minimum case management services will include:
 - 1) Documenting all services provided and interactions between referred program participants and the Contractor;
 - 2) Documenting, monitoring and reporting subsidized employment information and participation for program participants;
 - 3) Documenting, monitoring and reporting subsidized employment required vocational training information and participation for program participants; and,
 - 4) Documenting and reporting all other relevant program information for each program participant.
- e) Contractor must place Subsidized Program participants in/or secure an offer of employment with subsidized employment worksite within thirty (30) calendar days, pending completion of pre-employment requirements.
- f) Contractor will provide retention services needed for Subsidized Program Participants to retain employment once placed. Services will include but not be limited to:
 - 1) employment retention counseling;

- 2) dispute/grievance resolution between program participants and employers; and,
- 3) resource referrals for employment related education and skill development.

g) Contractor shall designate a liaison(s) to DPSS for the following tasks:

- 1) Verify Subsidized Program Participant's eligibility with DPSS prior to employment or training start date;
- 2) Facilitating subsidized employment placements;
- 3) Reviewing the need for supportive services and communicating the identified need to the DPSS liaison;
- 4) Obtaining the monthly subsidized employee performance evaluation using DPSS 4395 Exhibit C to be completed by the subsidized employer and forward to DPSS.
- 5) Submitting job orders using the Subsidized Employment Position Description (Exhibit B) which must highlight duties, work schedule and minimum requirements to DPSS liaison(s) for available subsidized employment positions. Each job order requires between 20 – 40 work and/or training hours per week per participant;
- 6) Providing participants with pre-subsidized employment job matching services based on individual vocational goals, resume enhancement assistance and interview technique coaching.
- 7) Coordinating the subsidized employment interviews and selection of participants referred by DPSS with contracted employers;
- 8) Ensure that participants are paid at or above minimum wage.
- 9) Identifying Subsidized Program participants who may require assistance to overcome barriers preventing them from successfully participating in a subsidized employment placement and refer Subsidized Program participant back to the DPSS liaison with a brief description of the barrier(s) the participant is experiencing within 30 days of referral.
- 10) Provide job coaching assistance after placement in subsidized employment to ensure participant is successful in their subsidized employment and subsequent unsubsidized employment. Job coaching will consist of reviewing subsidized employment evaluations and developing performance improvement plans for subsidized employment program participants which will address the area(s) in which the employer has indicated the subsidized employment program participant needs to improve;
- 11) Obtain a release of information from the Subsidized Program participant to share Contractors case file and Subsidized Program participant information with DPSS;
- 12) Providing a grievance procedure for Subsidized Program participants.
- 13) Verify that Subsidized Program participant's CalWORKs benefits will cover necessary ancillary expenses associated with their subsidized employment placement, such as transportation, childcare, and uniforms/tools.

h) Contractor will obtain the eligibility list of the Subsidized Program participants from the DPSS liaison on a biweekly basis. Subsidized Program participant

eligibility will be determined by DPSS, it is the Contractor's responsibility to verify that the Subsidized Program participants are still eligible before getting placed at a Subsidized Employment Site or vocational training activity.

2.2. Subsidized Employer Job Development:

- i) Contractor will market the Subsidized Employment Program to a variety of industry sectors to solicit participation by employers that have current employment vacancies or expect to in the next 60 to 90 days. job development includes:
 - 1) Identifying and developing subsidized employment positions which will match Subsidized Program participant vocational needs and goals.
 - 2) Working closely with employers to match participant skills, experience and career goals to employer needs and available positions.
 - 3) Incorporating the participant's job goal from their welfare-to-work plan if provided by DPSS into the individual placement process.
 - 4) Matching the required work hours per week as designated by DPSS on the Plan 109, Activity Referral (Exhibit A).
 - 5) Identifying and securing agreements with employers that agree to retain each Subsidized Program participant as a fully unsubsidized employee once the reimbursement period ends provided participant performance is satisfactory.
 - 6) Ensuring that placement does not result in the termination or displacement of current employees, the reduction of current employee's working hours, or the infringement of promotional opportunities for current employees.

- j) Contractor will provide a list of employers that Contractor has contracted with, including a list of job openings available; this list must be provided to DPSS liaisons via-email on a weekly basis and must contain the following:
 - 1) Employer name
 - 2) Business location
 - 3) # of Available subsidized positions
 - 4) Job titles and descriptions
 - 5) Hours per week
 - 6) Hourly wage
 - 7) Location of job sites

- k) Contractor must promote job retention by ensuring employers keep participants in subsidized employment assignments that provide the opportunity to transition into unsubsidized employment.

- l) Contractor must ensure employers maintain an insurance plan for workers' compensation for Subsidized Program participants. The insurance must be issued by a carrier with an A.M. Best Rating of A VII licensed to do business and underwrite workers' compensation insurance in the State of California. If subcontractor is self-insured for Workers' Compensation, Contractor shall provide the applicable certificate number provided by the California Department of Industrial Relations.

- m) Contractor must work with employers to address any reported Subsidized Program participant performance related issues. Notify DPSS staff within one (1) business day of any performance issues that may jeopardize a program participant's subsidized employment.

2.3. Subsidized Employment Related Vocational Training/Certification:

- n) Contractor will ensure that Subsidized Program participants receive short-term vocational training and/or certification that is required for them to retain their subsidized employment and transition into unsubsidized employment at the end of the subsidy period.
- o) Contractor must receive written documentation from Employer specifying the type of vocational training and any resulting certifications that will be required for the program participant's subsidized and unsubsidized employment, in addition to authorization by DPSS prior to referral to training.

2.4 Subsidized Employer Termination:

- p) The County will have the right to request Contractor to terminate agreements with employers that have Subsidized Program participants in their worksites if:
 - 1) County or Contractor determines that the employer worksite has failed to comply with any part of the agreement.
 - 2) County or Contractor determines employer is not acting in good faith to carry out the terms of the agreement or the employer is in gross violation of Federal or state labor laws.
 - 3) Contractor shall submit a written report to the County within 3 business days upon determination that the conditions described in 1 and/or 2 above exist detailing all actions and/or incidents involving the ESE employer resulting in this determination.

2.5 Subsidized Wage Compensation and Reimbursement

q) Compensation:

- 1) Contractor will ensure that prevailing wages are paid at the going rate that the supervising organization typically pays workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website <http://www.wdol.gov/dba.aspx#3>.
- 2) Reimbursement of participants' hourly rate shall only be for actual hours worked. DPSS shall make no payments for commissions, piecework, vacation, holiday, sick leave, overtime or any other employee benefits.

r) Wage Reimbursement Plan:

- 1) 75% of DPSS Subsidized participant's wages will be reimbursed for the first 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly, up to \$3,000 per subsidized participants.
- 2) 50% of DPSS Subsidized participant's wages will be reimbursed for the following 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly, up to \$3,000 per subsidized participants.

- 3) 25% of DPSS Subsidized participant's wages will be reimbursed for the last 4 pay periods if paid bi-weekly or 8 pay periods if paid weekly, up to \$3,000 per subsidized participants.
- 4) After 12 pay periods if paid bi-weekly or 24 pay periods if paid weekly, the Contractor will be 100% responsible for the DPSS Subsidized participant's wages.
- 5) Additional pay periods after the initial subsidized period will be reimbursed up to 25% of the subsidized participant's wages, with written approval from CalWORKs and matching one of the following criteria:
 - i. The Subsidized Participant is obtaining specific skills and experience relevant for unsubsidized employment for a particular field or
 - ii. The Subsidized Participant obtaining unsubsidized employment with the participating employer.

B. REPORTING

The Contractor shall provide the following program reporting:

1. Weekly referral and program participant eligibility status reconciliation report
2. Attendance reporting for all non-employment program activities
3. Monthly performances Evaluation (MPE) as developed by County; see Exhibit "C" at a minimum. Monthly program statistics and expenditures report
4. Quarterly program and expenditure summary reports
5. Fiscal year end program outcomes and expenditure reports

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$3,079,198.00. Contractor will be paid \$2,390,378 for the initial 300 participants, as identified in Column B. Once the initial 300 participants are placed, the Contractor can begin drawing from the remaining \$688,820.17 as identified in Column C.

2. LINE ITEM BUDGET

The Contractor shall be paid in accordance with the line-item budgets shown below:

Column A: Expenses	Column B: Cost for Initial 300 Subsidized Participants	Column C: Cost for Subsidized Participants 301 up to 400	Column D: Description
Salaries	\$378,025	\$75,605	
Staff Benefits	\$76,678.33	\$15,336.67	<ul style="list-style-type: none"> • FICA • Workers' Compensation • Federal and State Unemployment • Medical Benefits
Administrative Operations	\$81,815.00	\$16,363.00	<ul style="list-style-type: none"> • Travel(includes meals and lodging) • Marketing/Advertising • Office and Printing Supplies

			<ul style="list-style-type: none"> • Telephone Communications • Rent/Utilities • Equipment • Furniture and Fixes
Management Fee	\$52,749.75	\$17,583.00	
Indirect Cost	\$219,662.50	\$43,932.50	
Startup Cost	\$21,447.00		
Subsidized Employment Placement	\$1,560,000	\$520,000	
Total Cost	\$2,390,378	\$688,820.17	<p>MRA description based on Subsidized Participants is as follows:</p> <p>300 Subsidized Participants= \$2,390,378 400 Subsidized Participant = \$3,079,198.00</p>

3. MANAGEMENT FEE

For each placement into a subsidized employment position, a \$175.83 management fee will be paid in addition to the line item cost reimbursements. For this purpose, placement into a subsidized employment position is defined as an initial subsidized employment placement that results in at least two (2) completed pay cycles if paid biweekly, or 4 completed pay cycles if paid weekly. The total maximum reimbursable management fee is \$70,332.75

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Contractor will be paid for actual cost incurred. Contractor will submit monthly itemized invoices to DPSS for payment.
- b. Itemized invoices will utilize the DPSS 2076A and 2076B (Exhibit D), following the instructions as set forth.
- c. Contractor will provide the following supporting documentation along with the monthly invoice to justify invoice amounts:
 1. Payroll, Salary, and Benefits-
 - i. Payroll Register or Report including employee names, hours, wage rate, wage amount, benefit amount, pay dates.
 - ii. Time & Activity report.
 2. Operating Expenses – Schedule or statement of cost; Allocation basis to DPSS.
 3. Equipment-
 - i. Copy of invoice or receipt
 - ii. Proof of payment
Include copy of check, general ledger, or credit receipt.

4. Travel & Per Diem (as applicable)-Mileage Report; Copy of invoice or receipts.
- i. Mileage Log for DPSS Activities including employee name, dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose.
 - ii. Proof of payment including copy of check or invoice, original meal receipt, copy of transportation and lodging receipts
 - iii. Meal and Mileage cost will be held to following County limits:
 - (a) Lodging
Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees.
 - (b) Meal Expenses
The maximum reimbursement for meals is \$10, \$15, and \$25 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Amounts may not be aggregated. No reimbursement for alcoholic beverages.
 - (c) Transportation
Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) can document that no other option exists and the selected flight is the only option for travel. Airline government and group rates must be used when available.
 - (d) Rental cars
Actual costs evidenced by a copy of the receipt and inclusive of all related taxes and other rental fees should be submitted along with copies of gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. Government and group rates must be used when available.
- 5) Indirect Costs – Indirect cost schedule; Allocation basis to DPSS
- 6) Excel worksheet which includes at least the following; employee name, hours worked, hourly rate, earning, pay period, job description, reimbursement amount and employment position#.
- d. For expenses claimed based on historical or budget estimates, the Contractor shall reconcile these amounts to the actual expenditures annually within 60 days following the final billing period.
 - e. The Contractor Payment Request (Exhibit D) and the Payroll Register (Exhibit E) are attached hereto and incorporated herein by this reference for request of all payments. The payroll register must include the employee name, hours worked, earnings, check date, taxes, and net pay in order to process payment. If any of the above information is not included on the payroll register, DPSS Subsidized

Employment Program Timesheet (Exhibit F) must be filled out and forward along with the payroll register with the invoice. Exhibits D, E, and F can be found at the end of this agreement.

- f. Contractor Invoice estimates for May and June are due no later than the 1st Friday of June. Actual Contractor invoices for May and June are due no later than the 30th of July.
- g. Line Item Budget Adjustments request must be submitted in writing to DPSS, Contracts Administration Unit. Request of Line Item Budget adjustment cannot exceed 10% of each Line Item maximum reimbursable amount.

5. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CHILD ABUSE REPORTING

If the Contractor is a mandated reporter under Penal Code Sections 11165 through 11174.3, the Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

3. ELDER AND DEPENDENT ADULT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

4. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set

forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

6. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the

County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

8. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent Contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

9. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

10. PERSONNEL

Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ) and FBI criminal background record check on all employees, subcontractors and volunteers. A signed certification of such clearance shall be retained in each individual's personnel file. Below is a list of disqualifying criteria:

- a. Fraud or Theft
- b. Any Felony
- c. Child Abuse and Neglect or Domestic Violence
- d. Welfare Fraud
- e. Other convictions may disqualify a candidate based on job duties such as a recent driving under the influence for a driving position.
- f. Age (How old is the crime)
- g. Severity of the Crime
- h. Number of Convictions
- i. Multiple Crimes over a significant period of time

11. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subContractor who:
 - (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

12. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

13. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

14. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

15. CLIENT CIVIL RIGHTS COMPLIANCE**a. Assurance of Compliance**

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as Exhibit F and incorporated herein

by this reference. The Contractor will sign and date Exhibit F and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. 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.

b. **Client Complaints**

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. **Services, Benefits and Facilities**

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

16. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a Client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing.

17. TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

- (1.) List of clients that include:
- (a.) Current contact information;
 - (b.) Assigned social worker.

b. Discharge summary that includes:

- (1.) Services received;
- (2.) Number of hours of services completed;
- (3.) On-going service recommendations;
- (4.) Date for transferring responsibilities.

c. The Contractor shall provide DPSS with copies of client files.

IV. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective September 1, 2015 to June 30, 2016, with 2 one-year renewal option(s).

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

CONTRACTOR: Arbor E&T, LLC. d/b/a ResCare Workforce Services.
Operations Officer
9901 Linn Station Road
Louisville, KY 40223

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Attn: Ken Sandefur, Social Service Planner Workforce Connection
63 S. 4th St.
Banning CA 92220

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may

immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

H. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

EXHIBIT A

County of Riverside - Employment Services

Phone: (951) 358-3000

Worker Name: _____
 Worker ID: _____
 Worker Phone Number: _____
 Date: _____
 Case Name: _____
 Case Number: _____

Referral To Activity

Customer Information

Name: _____ Social Security Number: _____
 Contact Number: _____ Primary Language: _____
 Goals: _____

Test Scores: Math _____ Reading _____

Enroll participant in the following activity.

Remove participant from the following activity.

Activity Name: _____
 Days Per Week: _____
 Start Date: _____

Activity Number: _____
 Hours: From _____ To _____
 Expected End Date: _____

Comments: _____

Provider Information

Name: _____ Phone: _____
 Address: _____ Fax: _____
 _____ Contact Person: _____

 Contract Number: _____

TO BE COMPLETED BY PROVIDER			
Participant:		Accepted:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If not accepted, please explain:			
Training Site:	Contact Person:		
	Phone:	()	
	Fax:	()	
	E-mail:		
Authorized Provider Signature:			Date:
FOR COUNTY USE ONLY			
Employment Services Worker:		Worker ID:	
Authorized Signature:		Date:	
If Required: Supervisor Signature:		Date:	

(01/2003)



Riverside County Department of Public Social Services
Workforce Connection

Subsidized Employment Position Description

Exhibit B

Employer Profile	
Employer Name	
Mailing Address	
Main Phone	
Fax	
Contact Person 1	Name: _____ Phone: _____ Email: _____
Contact Person 2	Name: _____ Phone: _____ Email: _____
Position Description	
Position Title	
# Positions Available	
Position Description	
Required Experience	
Hourly Wage	\$ _____
Hours per Week	_____
Shift(s)	Days: _____ thru _____ Varies _____ Hours: From _____ to _____ Varies _____
Physical Requirements	
Education Level	
Attire	
Certificate/Licensing Required	___ Yes ___ No Description: _____
Pre-Employment:	
Live Scan	___ Yes ___ No
Drug Screen	___ Yes ___ No
Training Provided	___ Yes ___ No Description: _____
Bi-Lingual Preferred	___ Yes ___ No
Opportunities for Advancement	___ Yes ___ No
Comments	
Workforce Connection Program Tracking Only	
Approved by: _____	Signature: _____
Approved for: _____	Tracking #: _____

EXHIBIT C
Riverside County Department of Public Social Services
SUBSIDIZED EMPLOYEE MONTHLY EVALUATION

MONTH OF:

Company Name: _____

Employee's Name: _____

Case Number: _____

EVALUATION CHECKLIST

EVALUATION ELEMENTS	EXCELLENT	GOOD	FAIR	POOR
Appearance				
Attendance				
Attitude				
Customer Service				
Follows Instructions				
Completes Assignments				
Works well with others				
Shows Interest/Initiative				

EMPLOYEE STRENGTHS

This month, the employee performed well in the following areas:

TRAINING RECOMMENDATIONS

Please make training recommendations/requests required for permanent employment or to perform position duties:

PLEASE SIGN AND SUBMIT BY THE 10TH OF EACH MONTH.

Supervisor

X

Signature _____ *Date*

PRINT NAME _____ TITLE _____ PHONE NUMBER

RETURN FORM INSTRUCTIONS:

- Give to Employee Fax to: _____
 Mail to: _____

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: D

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Arbor E&T, LLC. d/b/a ResCare Workforce Services.
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- | | | |
|--|--------------------------|--|
| <input type="checkbox"/> Advance Payment
(if allowed by Contract/MOU) | \$ _____ | <input type="checkbox"/> Actual Payment \$ _____
(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment | \$ _____ | _____ # of Units) X _____ (\$) |
| | _____ # of Units) X (\$) | _____ # of Units) X _____ (\$) |
| | _____ # of Units) X (\$) | _____ # of Units) X _____ (\$) |

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date



Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

Exhibit D

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

EXHIBIT E
PAYROLL REGISTER EXAMPLE

Employee Information	Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Clear?
BROOKS, MEL #3334 Single/04	Gross SALARY			1,300.00 1,300.00	SS/Med 98.68 CT State	1.06	401 K MED125 X DED	Net Pay Check #11000020	1075.26 <input type="checkbox"/>
PRESSEUR, MARTIN #3319 Married/05	Gross SALARY			1,400.00 1,400.00	SS/Med 107.10			Net Pay Check #11000021	1292.90 <input type="checkbox"/>
REDMOND, KARL #3332 Married/02	Gross SALARY			1,500.00 1,500.00	SS/Med Fed Wt 114.75 25.00			Net Pay Check #11000022	1360.25 <input type="checkbox"/>
SMITH, JAMIE #3328 Married/04	Gross SALARY			900.00 900.00	SS/Med 68.85			Net Pay Check #11000023	831.15 <input type="checkbox"/>
WASHINGTON, MARTHA #3323 Single/00	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt 91.80 CT State 115.00	.88		Net Pay Check #11000024	992.32 <input type="checkbox"/>
Department Totals	Gross SALARY			6,300.00 6,300.00	SS/Med Fed Wt 481.18 CT State 140.00	1.94	401 K MED125 X DED	5 Pays	5551.88

10 - Department				100.00	SS/Med	7.65		Net Pay Check #11000025	92.35 <input type="checkbox"/>
WATSON, JON D #8474 Married/04	Gross SALARY			100.00	SS/Med	7.65		1 Pay	92.35
10 - Department Totals	Gross SALARY			100.00	SS/Med	7.65			

2A - BUILDING				1,200.00	SS/Med	91.80	LOANS	Net Pay Check #11000026	1008.20 <input type="checkbox"/>
BALANCE, INLIFE #3320 Married/02	Gross SALARY			1,200.00	SS/Med	91.80	LOANS	1 Pay	1008.20
2A - BUILDING Totals	Gross SALARY			1,200.00	SS/Med	91.80	LOANS		

20 - RECEIVING				1,200.00	SS/Med Fed Wt	21.42 2.60		Net Pay Check #11000027	1012.93 <input type="checkbox"/>
CROWLEY, CYNTHIA #0006 Single/01	Gross SALARY			1,200.00	SS/Med Fed Wt 91.80 NY State 71.25 NY DIS	21.42 2.60		1 Pay	1012.93
20 - RECEIVING Totals	Gross SALARY			1,200.00	SS/Med Fed Wt 91.80 NY State 71.25 NY DIS	21.42 2.60			

30 - SHIPPING				4,000.00	SS/Med Fed Wt	201.10 2.60	TEST	Net Pay Check #11000028	3144.30 <input type="checkbox"/>
PEPSI, CAROLYN #0003 Single/00	Gross SALARY			4,000.00	SS/Med Fed Wt 306.00 NY State 652.00 NY DIS	201.10 2.60	TEST	1 Pay	3144.30
30 - SHIPPING Totals	Gross SALARY			4,000.00	SS/Med Fed Wt 306.00 NY State 652.00 NY DIS	201.10 2.60	TEST		

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008

Run: 15
Week: 25
Qtr: 3
Page: 1



Payroll Register

Employee Information		Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Cleared? <input checked="" type="checkbox"/>
50 - OFFICE										
KAVANAUGH, FLUFFER	#0010 Married/02	Gross SALARY			3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	Net Pay Check #11000029	2451.86
50 - OFFICE Totals		Gross SALARY			3,000.00	SS/Med Fed Wt	229.50 NY State 197.71 NY DIS	118.33 2.60	1 Pay	2451.86
CLIENT TOTALS		Gross SALARY			15,800.00	SS/Med Fed Wt	1,207.93 CT State 1,060.96 NY State NY DIS	1.94 340.85 7.80	401 K MED125 LOANS X DED TEST	10 Chks 13,261.52

Payroll Statistics
 Employees Paid: 10
 Active Employees Not Paid: 26
 Terminated Employees Paid: 0

Client: 62V
 PC SUPPORT TEST CLIENT ASEC
 Period Covered: 06/01/2008 - 06/30/2008
 Check Date: 07/03/2008
 Run: 15
 Week: 25
 Qtr: 3
 Page: 2



Payroll Register

Department	Earnings	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay
Department							
This Pay Totals	Gross SALARY		6,300.00	SS/Med Fed Wt 481.18	CT State 140.00	401 K 65.00 MED125 10.00 X DED 50.00	5 Chks 5,551.88
Month-to-Date Totals	Gross SALARY		6,300.00	SS/Med Fed Wt 481.18	STATE 140.00	401 K 65.00 MED125 10.00 X DED 50.00	5 Checks 5,551.88
10 - Department							
This Pay Totals	Gross SALARY		100.00	SS/Med 7.65			1 Chk 92.35
Month-to-Date Totals	Gross SALARY		100.00	SS/Med 7.65			1 Checks 92.35
2A - BUILDING							
This Pay Totals	Gross SALARY		1,200.00	SS/Med 91.80		LOANS 100.00	1 Chk 1,008.20
Month-to-Date Totals	Gross SALARY		1,200.00	SS/Med 91.80		LOANS 100.00	1 Checks 1,008.20
20 - RECEIVING							
This Pay Totals	Gross SALARY		1,200.00	SS/Med Fed Wt 91.80	NY State 21.42 NY DIS 2.60		1 Chk 1,012.93
Month-to-Date Totals	Gross SALARY		1,200.00	SS/Med Fed Wt 91.80	STATE 21.42 DISAB. 2.60		1 Checks 1,012.93
30 - SHIPPING							
This Pay Totals	Gross SALARY		4,000.00	SS/Med Fed Wt 306.00	NY State 201.10 NY DIS 2.60	TEST -306.00	1 Chk 3,144.30
Month-to-Date Totals	Gross SALARY		4,000.00	SS/Med Fed Wt 306.00	STATE 201.10 DISAB. 2.60	TEST -306.00	1 Checks 3,144.30
50 - OFFICE							
This Pay Totals	Gross SALARY		3,000.00	SS/Med Fed Wt 229.50	NY State 118.33 NY DIS 2.60		1 Chk 2,451.86
Month-to-Date Totals	Gross SALARY		3,000.00	SS/Med Fed Wt 229.50	STATE 118.33 DISAB. 2.60		1 Checks 2,451.86
CLIENT THIS PAY TOTALS	Gross SALARY		15,800.00	SS/Med Fed Wt 1,207.93	CT State 1.94 NY State 340.85 NY DIS 7.80	401 K 65.00 MED125 10.00 LOANS 100.00 X DED 50.00 TEST -306.00	10 Chks 13,261.52
CLIENT MONTH-TO-DATE TOTALS	Gross SALARY		15,800.00	SS/Med Fed Wt 1,207.93	CT State 1.94 NY State 340.85 NY DIS 7.80	401 K 65.00 MED125 10.00 LOANS 100.00 X DED 50.00 TEST -306.00	10 Checks 13,261.52

Client: 62V
PC SUPPORT TEST CLIENT ASEC



Month-to-Date Summary

Period Covered: 05/01/2008 - 06/30/2008
Check Date: 07/03/2008
Run: 15
Week: 25
Qtr: 3
Page: 1

Department	Earnings	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay
CLIENT MONTH-TO-DATE EMPLOYER TOTALS				SS/Med 1,207.93 CT SUI FUTA 12.40 NY SUI	266.00 49.20		

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Run: 15
Week: 25
Qtr: 3
Page: 2

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008

Month-to-Date Summary



Payroll Totals		Earnings		Federal Taxes		State/Local Taxes		Deductions		Net Pay	
Gross SALARY	15,800.00	SS/Med	1,207.93	CT State	1.94	401 K	65.00	MED125	10.00	10 Chks	13,261.52
	15,800.00	Fed Wt	1,060.96	NY State	340.85	LOANS	100.00	X DED	50.00		
				NY DIS	7.80	TEST	-306.00				
Total Gross	15,800.00	Total Withholdings	2,619.48	Total Deductions	-81.00	Total Net	13,261.52				

Tax Type	Deposit Responsibility	Total Taxes	Employer This Pay	Employee This Pay	Taxable Wages	# of Employees	Tax Rate	ID Number
Social Security/Medicare	Client	2,415.86	1,207.93	1,207.93	15,790.00	10		528254514
Federal Withholding	Client	1,060.96		1,060.96	15,725.00	20		528254514
Federal Deposit		3,476.82	1,207.93	2,268.89				
Federal Unemployment	Client	12.40	12.40		1,550.00	10	.8000 %	528254514
CT State Income Tax	Client	1.94		1.94	7,525.00	7		APPL FOR
CT Unemployment	Client	266.00	266.00		7,600.00	7	3.5000 %	APPL FOR
NY State Income Tax	Client	340.85		340.85	8,200.00	3		06123458512
NY Disability	Client	7.80		7.80	8,200.00	3		12-737353
NY Unemployment	Client	49.20	49.20		1,200.00	3	4.1000 %	12-737353
Client Responsibility		4,155.01	1,535.53	2,619.48				
Total Taxes		4,155.01	1,535.53	2,619.48				

Cash Flow Summary	Amount	Account Number	Bank Number	Bank Name
Checks	13,261.52			
Cash Requirements	13,261.52	56412365444	011375245	

Messages You have elected not to use our Tax Filing Service - We are not responsible for depositing your taxes.

SPEAK TO CAROL ONLY
 BE SURE THAT EE HAS RATE 2 SET UP BEFORE USING THE RT2 COLUMN
 SOME EES HAVE SEVEN DIGIT SALARIES - CHANGES TO SALARY NEED TO BE MADE IN MEMO
 DED 7D-SAL ON CNG SCREEN AND KEYED IN 7D-SAL COLUMN ON CALL IN SCREEN
 ANY CHANGES TO VACATION TIME SHOULD BE KEYED UNDER CODE V8 VACADJ
 ALL EE'S MUST HAVE A WORKERS COMP CODE--MUST BE RIGHT JUSTIFIED

Please verify the following information. If you have any changes, inform the payroll representative when submitting your payroll.

Dates	Period Ending Date	07/31/2008	Check Date	08/03/2008	Reports	Check Description	Price
	This is the First Pay of the Month.				Master List		No Charge
	Please change if appropriate:				Employee List		No Charge
	N	Last Pay of Quarter	3		Seniority		\$5.25 each
	Y	First Pay of Month	August		Rate Review		\$5.25 each
Check #	Starting Check #				00090		

Optional Check Stub Message	Supplies	Qty	Description	Price
Enter Optional Check Stub Message (maximum 66 characters) below:	Time Card Labels		Period Ending _____ (mm/dd/yyyy)	\$6.00 per set
	Attendance Records			\$11.00 plus 25¢ per employee
	Name and Address Labels			6¢ per employee \$9.00 minimum
	3-Ring Binders (9"x12")			\$8.00 each
	Check Envelopes (box of 500)			\$24.00 per box
	W-4 Forms (pad of 50)			\$5.50 per pad

This is payroll #1 of the current month.

Deductions Scheduled by Pay of Month	1	2	3	4	5
Code	✓	✓	✓	✓	✓
Description					
I9	✓	✓	✓	✓	✓
I3	✓	✓	✓	✓	✓
99	✓	✓	✓	✓	✓
N1	✓	✓	✓	✓	✓
V7	✓	✓	✓	✓	✓
V6	✓	✓	✓	✓	✓

✓ - Deductions Active for Pay of Month
 Please change if appropriate.

Deductions Taken From Each Check. Every Pay Period

P1	401 K
I1	DENTAL



Worksheet

Deductions

This is payroll #1 of the current month.

Deductions Taken From Each Check, Every Pay Period

I2 P A I
V9 X DED
V1 TEST
N2 GARNSH



Client: 62V
PC SUPPORT TEST CLIENT ASEC

Worksheet

Period Covered: 07/01/2008 - 07/31/2008
Check Date: 08/03/2008
Run: 16
Week: 26
Qtr: 3
Page: 2

Employee Information	REGULAR Hours	O/TIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS \$\$	COMM 1 \$\$	OTHER \$\$	EXPENSES D V 6	Time Deduction		Distribution #	NOTES
											Code	Amount		
BROOKS, MEL #3934						1,300.00								
FAZOO, OZZIE #9999 Rate: 25.0000 Missing SS# Missed Deduction 19 MED125 142.35														
HUNT, RONALD #3333 Rate: 55.0000														
JONE, MAYNARD #3322 Rate: 15.0000														
LINCOLN, RICHARD #3327 Rate: 16.5000														

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 07/01/2008 - 07/31/2008
Check Date: 08/03/2008

Run: 16
Week: 26
Qtr: 3
Page: 3

Worksheet



Employee Information	REGULAR Hours	O/TIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS \$\$	COMM 1 \$\$	OTHER \$\$	EXPENS D V 6	1 Time Deduction		Distribution #	NOTES
											Code	Amount		
MAPLE, PATRICIA #8473 <i>Missed Deduction</i> N2 GARNSH 6.84 <i>Missed Deduction</i> N1 LOANS 22.20 <i>Missed Deduction</i> I3 VISION 4.15 <i>Missed Deduction</i> I2 P A I 1.80 <i>Missed Deduction</i> I1 DENTAL 16.10 <i>Missed Deduction</i> I9 MED125 30.90														
MICHAELS, MICHAEL #3317 Rate: 14.2500														
NICHOLS, MIKE #3314 Rate: 12.5000														
PAPER, PAULINE #3325 Rate: 15.0000														
PRESEUR, MARTIN #3319						1,400.00								



Worksheet

Employee Information	REGULAR Hours	OTIME Hours	VACTON Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS1 \$\$	COMM 1 \$\$	OTHER \$\$	EXPENS D V6	1 Time Deduction		NOTES
											Code	Amount	
REDMOND, KARL #3332						1,500.00							
SCREEN, WALTER #3331 Rate: 14.9500													
SMITH, JAMIE #3328						900.00							
SMITH, JOELLEN #3312 Missing SS#													
SMITH, RHONDA #3329 Rate: 89.0000													
VANGUARD GROUP #9903													
WASHINGTON, MARTHA #3323						1,200.00							
10 - Department													
ATKINSON, ROGER C #0008													

Worksheet



Employee Information	REGULAR Hours	O/TIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS \$\$	COMM 1 \$\$	OTHER \$\$	EXPENSES D V6	1. Time Deduction		NOTES	
											Code	Amount		
10 - Department														
WATSON, JON D #8474						100.00								
WILLIAMSON, MICHAEL #0009														
2A - BUILDING														
BALANCE, IN LIFE #3320						1,200.00								
HORTON, WILLIAM #3316 Rate: 12.5000														
2B - SALES														
BLUE, BILLIE #3330 Rate: 12.5000														
20 - RECEIVING														
CROWLEY, CYNTHIA #0006						1,200.00								
ETU, WILLIAM #3318 Rate: 18.4500														

Client: 62V
 PC SUPPORT TEST CLIENT ASEC
 Period Covered: 07/01/2008 - 07/31/2008
 Check Date: 08/03/2008
 Run: 16
 Week: 26
 Qtr: 3
 Page: 6



Worksheet

Employee Information	REGULAR Hours	O/TIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$\$	BONUS \$\$	COMM 1 \$\$	OTHER \$\$	EXPENSE D V6	Time Deduction		Distribution #	NOTES
											Code	Amount		
20 - RECEIVING														
FOSTER, JODIE #3324 Rate: 65.0000														
PLATT, KARIN D #0002														
30 - SHIPPING														
PEPSI, CAROLYN #0003						4,000.00							PL	
40 - ORDER ENTRY														
COSBY, WILLIAM #0007														
FOX, MICHAEL J #0004 Rate: 20.0000													PL	
JITSU, JOE #0011 Rate: 6.7500														
45 - Department														
FOXX, REDD #3311 Rate: 15.0000 Missed Deduction 19 MED125 500.00														



Employee Name	Emp#	Net Pay	Check Number
BROOKS,MEL	3334	1,075.26	11000020
PRESEUR,MARTIN	3319	1,292.90	11000021
REDMOND,KARL	3332	1,360.25	11000022
SMITH,JAMIE	3328	831.15	11000023
WASHINGTON,MARTHA	3323	992.32	11000024
WATSON, JON D	8474	92.35	11000025
BALANCE,INLIFE	3320	1,008.20	11000026
CROWLEY, CYNTHIA	0006	1,012.93	11000027
PEPSI,CAROLYN	0003	3,144.30	11000028
KAVANAUGH,FLUFFER	0010	2,451.86	11000029
CLIENT TOTAL		13,261.52	

10 Checks 13,261.52
0 Voids
0 Manuals
10 Total 13,261.52



Employee Information	Emp#	Amount	Funds Source	Account Type	Account Number	Receiving Bank Name	Receiving Bank Number	
ATKINSON, ROGER C	0008	P R E N O T E	NETPAY	Savings	45678912315		021102330	
WATSON, JON D	8474	P R E N O T E	NETPAY	Checking	78945214		021102330	
WILLIAMSON, MICHAEL	0009	P R E N O T E	NETPAY	Checking	1245284154		021102330	
CLIENT TOTAL								.00

RECAP BY SOURCE OF FUNDS

Funds Source	Count	Amount
NETPAY	0	.00
Total Deposits	0	.00
Total Prenotes	3	

Employee paid by check. Prenote transaction sent to bank.



Employee Information	REG HRS	O/T HRS	OTH HRS	GROSS PAY
	REG \$\$\$	O/T \$\$\$	OTH \$\$\$	
BALANCE, INLIFE #3320				1200.00
BROOKS, MEL #3334				1300.00
CROWLEY, CYNTHIA #0006				1200.00
KAVANAUGH, FLUFFER #0010				3000.00
PRESSEUR, MARTIN #3319				1400.00
REDMOND, KARL #3332				1500.00
SMITH, JAMIE #3328				900.00
WASHINGTON, MARTHA #3323				1200.00
WATSON, JON D #8474				100.00
JOB Totals				11800.00
To-date totals				59000.00
PEPSI, CAROLYN #0003				4000.00
JOB PL Totals				4000.00
To-date totals				20000.00
Client 62V Totals				15800.00
To-date totals				79000.00



Employee Name	T-Term L-Leave Emp#	Dept	Rate	Salary	Marital Status	Number Of Exempt.	Override Pay Freq. St.	Social Security Number	M/F	Birth Date	Hire Date	Leave/Raise/Term Date	W/C CODE	Distribution Number
ATKINSON, ROGER C	0008	10			S	01			M		02/14/1994			
BALANCE, INLIFE	3320	2A	12.5000	1200.00	M	02	CT		M		07/15/1995			
BLUE, BILLIE	3330	2B	12.5000		M	00	CT		M		01/05/1995			
BROOKS, MEL	3334			1300.00	S	04	CT		M		04/04/1995			
COSBY, WILLIAM	0007	40			M	10	WK		M		03/14/1994			
CROWLEY, CYNTHIA	0006	20		1200.00	S	01			M	12/07/1971	03/05/1994			
ETU, WILLIAM	3318	20	18.4500		S	03	CT		M		08/23/1995			
FAZOO, OZIE	9999		25.0000		M	02	WK	Missing SS#	M		08/25/1995			
FOSTER, JODIE	3324	20	65.0000		M	06	CT		M		02/27/1995			
FOX, MICHAEL J	0004	40	20.0000		S	02	CT		M	09/28/1944	02/14/1994		2201	PL
FOXX, REDD	3311	45	15.0000		M	2	CT		M		07/05/1994			
HORTON, WILLIAM	3316	2A	12.5000		S	00	CT		M		09/11/1995			
HUNT, RONALD	3333				M	00	CT		M		03/17/1995			
JITSU, JOE	0011	40	6.7500		S	00			M		03/26/1994			
JONE, MAYNARD	3322		15.0000		M	03	CT		M		04/12/1995			
KAVANAUGH, FLUFFER	0010	50		3000.00	M	02			M		03/17/1994			
LINCOLN, RICHARD	3327		16.5000		M	03	CT		M		05/05/1995			
MAPLE, PATRICIA	T 1803		21.4040		S	09	BW AZ		M	08/04/1973	07/01/2001			
MAPLE, PATRICIA	T 2491		20.7420		S	09	BW CT		M	08/04/1973	07/01/2001			
MARTIN, JASMINE	8473				S	09	BW CT		M		07/01/2001			
MARTIN, JASMINE	0005	50	10.5000		M	00			M	10/08/1945	02/14/1994			
MICHAELS, MICHAEL	3317		14.2500		M	03	CT		M		06/15/1995			
NICHOLS, MIKE	3314		12.5000		M	01	CT		M		09/11/1995			
PAPER, PAULINE	3325		15.0000		S	02	CT		M		06/06/1995			
PEOPLES COURT OF NY	9901	99			A				M		03/10/1994			
PEOPLES COURT OF CT	9902	99			A				M		03/08/1994	03/14/1994		PL
PEPSI, CAROLYN	0003	30		4000.00	S	00			M	07/04/1970			2201	
PLATT, KARIN D	0002	20			S	00			M	01/21/1949	02/14/1994		1101	
PRESSEUR, MARTIN	3319		1400.00		M	05	CT		M		04/13/1995			
REDMOND, KARL	3332		1500.00		M	02	CT		M		07/17/1995			
SCREEN, WALTER	3331				M	05	CT		M		03/03/1995			
SMITH, JAMIE	3328		900.00		M	04	CT		M		02/02/1995			
SMITH, JOELLEN	3312				M	00	CT	Missing SS#	M		08/12/1994			
SMITH, RHONDA	3329				M		CT		M		04/13/1995			
VANGUARD GROUP	9903				A				M		06/19/1995			
WASHINGTON, MARTHA	3323		1200.00		S	00	CT		M		08/17/1995			
WATSON, JON D	8474	10	100.00		M	04	CT		M		04/04/1994			
WILLIAMSON, MICHAEL F	0009	10			S	01			M		03/16/1994			

CLIENT: 62V 36-Active 2-Terminated 0-Leave of Absence 38-Total

Client: 62V
PC SUPPORT TEST CLIENT ASEC

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008
Run: 15
Week: 25
Qtr: 3
Page: 1



Employee List

Employee Information	Earnings	Hours	YTD	Taxes	Overrides	YTD	Deductions	Per Pay Amount	YTD	Direct Deposit
BROOKS, MEL 989 SPRUCE STAMFORD, CT 06460 Salary: 1,300.00 SS#:	Gross SALARY	YTD	7,800.00 7,800.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 26 FW 28	Single/04	592.11 7.08	401 K MED125 X DED	5.0 % \$ 10.00 \$ 50.00	390.00 60.00 250.00	
FAZOO, OZZIE Rate: 25.0000/Hr Missing SS#				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/02		MED125	\$ 142.35		
HUNT, RONALD 30 PRISM ROAD STAMFORD, CT 06460 Rate: 55.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/00					
JONE, MAYNARD 123 ORCHARD STREET FAIRFIELD, CT 06460 Rate: 15.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/03					
LINCOLN, RICHARD 1776 HISTORY CIRCLE STAMFORD, CT 06460 Rate: 16.5000/Hr SS#:	Gross REGULAR		50.00 50.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/03	3.83	MISC.		-3.83	
MAPLE, PATRICIA ANYWHERE Rate: 21.4040/Hr SS#: Transfer from Employee # 8473 Prior Transfer Employee # 2491				SS/Med Fed Wt AZ State AZ DISAB. AZ UNEMP. FW 28	Single/09 Single/09 \$ 10 Addl		MED125 DENTAL P A I VISION MISC.	\$ 27.65 \$ 4.00 \$ 1.80 \$ 2.87 \$ 75.00		
MAPLE, PATRICIA ANYWHERE Rate: 20.7420/Hr SS#: Transfer from Employee # 8473	Gross REGULAR O/TIME VACMEM ADMMEM		79.50 0.25 79.75 79.75	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/09 Single/09 \$ 10 Addl	123.96 53.26 76.00	MED125 DENTAL P A I VISION MISC.	\$ 27.65 \$ 4.00 \$ 1.80 \$ 2.87 \$ 75.00	27.65 4.00 1.80 2.87	

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MAPLE, PATRICIA ANYWHERE #9473 Bi-Weekly Hire: 07/01/2001 Gender: M SS#: Transfer to Employee # 1803				SS/Med Fed Wt CT State CT State CT DISAB. CT UNEMP. FW 28	Single/09 Single/09 \$ 10 Addl		MED125 \$ 30.90 DENTAL \$ 16.10 P A I \$ 1.80 VISION \$ 4.15 MISC. \$ 75.00 LOANS \$ 22.20 GARNISH \$ 6.84			
MICHAELS, MICHAEL 38 SMART AVE STRATFORD, CT 06460 Rate: 14,2500/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/03					
NICHOLS, MIKE #3314 Hire: 09/11/1995 Gender: M Rate: 12,5000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/01					
PAPER, PAULINE 63 TREE LANE TREEPORT, CT 06460 Rate: 15,0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/02					
PRESEUR, MARTIN #3319 Hire: 04/13/1995 Gender: M Salary: 1,400.00 SS#:	Gross SALARY		9,800.00 9,800.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/05	749.70				
REDMOND, KARL 14 RIVERSIDE DR STAMFORD, CT 06460 Salary: 1,500.00 SS#:	Gross SALARY		10,500.00 10,500.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 30 FW 28	Married/02	803.25 195.00				
SCREEN, WALTER 62 WINDOW ROAD STAMFORD, CT 06460 Rate: 14,9500/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/05					

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SMITH, JAMIE 5 UNDERWOOD CT STAMFORD, CT 06460 Hire: 02/02/1995 Gender: M Salary: 900.00 SS#:	Gross SALARY		6,300.00 6,300.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 30 FW 28	Married/04	481.95				
SMITH, JOELLEN #3312 Hire: 08/12/1994 Gender: M Missing SS#				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Yonkers FW 28	Married/00 Single/00					
SMITH, RHONDA 35 NORTHON LANE DEVON, CT 06460 Hire: 04/13/1995 Gender: M Rate: 89.0000/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/					
VANGUARD GROUP PO BOX 2600 9889387738 VALLEY FORGE, PA 19482 Hire: 06/19/1995 Gender: M SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Payment		GARNISH			
WASHINGTON, MARTHA 78 NIGHT LANE STAMFORD, CT 06460 Hire: 08/17/1995 Gender: M Salary: 1,200.00 SS#:	Gross SALARY		8,400.00 8,400.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 30 FW 28	Single/00	642.60 913.32 7.08				
Totals	Gross REGULAR O/TIME SALARY VACMEM ADMNEM	79.50 0.25 79.75 79.75	44,506.77 1,698.99 7.78 42,800.00	SS/Med Fed Wt CT State		3,397.40 1,061.58 90.16	401 K MED125 DENTAL P A I VISION MISC. X DED		390.00 87.65 4.00 1.80 2.87 -3.85 250.00	
10 - Department ATKINSON, ROGER C 301 HAVILAND ROAD STAMFORD, CT 06905 Hire: 02/14/1994 Gender: M SS#:				SS/Med Fed Wt NY State NY DIS FW 28	Single/01					Net Pay to Saving ACCT#45678912315 BANK #021102330

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WATSON, JON D 1254 SKYLINE DRIVE HAMDEN, CT 06514 Salary: 100.00 SS#:	Gross SALARY		700.00 700.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/04 Single/04	53.55				Net Pay to Checking ACCT#78945214 BANK #021102330
WILLIAMSON, MICHAEL F 119 MAIN STREET WEST HAVEN, CT 06516 Hire: 03/16/1994 Gender: M SS#:			700.00 700.00	SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Single/01	53.55				Net Pay to Checking ACCT#1245284154 BANK #021102330
10 - Department Totals	Gross SALARY		700.00 700.00	SS/Med		53.55				
2A - BUILDING										
BALANCE, INLIFE 13 BAD LUCK TERRACE WASHINGTON, CT 06460 Hire: 07/15/1995 Gender: M Salary: 1,200.00 SS#:	Gross SALARY		8,400.00 8,400.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 30 FW 28	Married/02	642.60	X DED LOANS	\$ 100.00	700.00	
HORTON, WILLIAM 42 BOWEN AVENUE NEWTON, CT 06460 Hire: 09/11/1995 Gender: M Rate: 12,500/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/00					
2A - BUILDING Totals	Gross SALARY		8,400.00 8,400.00	SS/Med		642.60	LOANS		700.00	
2B - SALES										
BLUE, BILLIE 20 HAY LANE STAMFORD, CT 06460 Hire: 01/05/1995 Gender: M Rate: 12,500/Hr SS#:				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/00					
2B - SALES Totals										
20 - RECEIVING										
CROWLEY, CYNTHIA 11 BROADWAY MILFORD, NY 12578 Hire: 03/05/1994 Birth: 12/07/1971 Gender: M Salary: 1,200.00 SS#:	Gross SALARY		8,400.00 8,400.00	SS/Med Fed Wt NY State NY DIS NY UNEMP. Credit Weeks: 30 FW 28	Single/01	642.60 522.07 149.94 18.20				
20 - RECEIVING Totals										



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ETU, WILLIAM 42 ELM STREET DANBURY, CT 06480 Hire: 08/23/1995 Gender: M Rate: 18.4500/Hr SS#: #3318				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Single/03						
FOSTER, JODIE 55 WEST WINDS ROAD WESTPORT, CT 06460 Hire: 02/27/1995 Gender: M Rate: 65.0000/Hr SS#: #3324				SS/Med Fed Wt CT State CT DISAB. CT UNEMP. FW 28	Married/06						
PLATT, KARIN D 153 RICHMOND AVENUE BRONX, NY 06158 Hire: 02/14/1994 Birth: 01/21/1949 Gender: M Other: 1101 SS#: #0002	Gross SALARY		8,400.00 8,400.00	SS/Med Fed Wt NY State NY DIS NY UNEMP. City/Local NYRE FW 28	Single/00	642.60 522.07 149.94 18.20					
30 - SHIPPING PEPSI, CAROLYN 28 SALEM WALK BRONX, NY 06460 Birth: 07/04/1970 Gender: M Salary: 4,000.00 Other: 2201 Labor Distribution: PL SS#: #0003	Gross SALARY		28,000.00 28,000.00	SS/Med Fed Wt NY State NY DIS NY UNEMP. City/Local NYRE FW 28	Single/00	2,142.00 4,654.32 1,407.70 18.20	TEST			-2,142.00	
30 - SHIPPING Totals	Gross SALARY		28,000.00 28,000.00	SS/Med Fed Wt NY State NY DIS		2,142.00 4,654.32 1,407.70 18.20	TEST				-2,142.00
40 - ORDER ENTRY COSBY, WILLIAM 5 BOSTON POST ROAD 1 MILFORD, CT 06460 Hire: 03/14/1994 Gender: M SS#: #0007				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Married/10						



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Employee Information	Earnings	Hours YTD	YTD	Taxes	Overrides	YTD	Deductions	Per Pay Amount	YTD	Direct Deposit
FOX, MICHAEL J 185 LOPEZ STREET TARRYTOWN, NY 06580 Rate: 20.0000/Hr Other: 2201 Labor Distribution: PL SS#:	#0004			SS/Med Fed Wt NY State NY DIS NY UNEMP. City/Local NYRE FW 28	Single/02					
JITSU, JOE 501 GRAND AVENUE 2B TARRYTOWN, NY 10741 Rate: 6.7500/Hr SS#:	#0011			SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Single/00					
40 - ORDER ENTRY										
Totals										
45 - Department FOXX, REDD 55 FOREST STREET HAMDEN CT, 06 12315 Rate: 15.0000/Hr SS#:	#3311		15,000.00 15,000.00	SS/Med Fed Wt CT State CT DISAB. CT UNEMP. Credit Weeks: 4 FW 28	Married/2	1,002.15 1,584.17 449.17	401 K MED125 BX 14A	3.0 % \$ 500.00	3,450.00 1,900.00 1,900.00	
45 - Department										
Totals										
50 - OFFICE KAVANAUGH, FLUFFER 114 HILLSIDE AVENUE WEST HAVEN, CT 06516 Rate: 3,000.00 SS#:	#0010		21,000.00 21,000.00	SS/Med Fed Wt NY State NY DIS NY UNEMP. Credit Weeks: 30 FW 28	Married/02	1,606.50 1,429.81 828.31 18.20				
50 - OFFICE										
Totals										
MARTIN, JASMINE 892 BOSTON POST ROAD YONKERS, NY 12580 Rate: 10.5000/Hr SS#:	#0005			SS/Med Fed Wt NY State NY DIS NY UNEMP. City/Local NYRE FW 28	Married/00					
50 - OFFICE										
Totals										



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99 - Department										
PEOPLES COURT OF NY 16 WILSHIRE BLVD TARRYTOWN, NY 11024				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Payment					
SS#: #9901 Hire: 03/10/1994 Gender: M										
PEOPLES COURT OF CT 1 MAIN STREET WEST HAVEN, CT 06541				SS/Med Fed Wt NY State NY DIS NY UNEMP. FW 28	Payment		GARNISH			
SS#: #9902 Hire: 03/08/1994 Raise: 03/14/1994 Gender: M										
99 - Department Totals										
CLIENT TOTALS	Gross									
36 Active	REGLAR	79.50	126,006.77	SS/Med		9,486.80	401 K		3,840.00	
2 Terminated	O/TIME	0.25	1,898.99	Fed Wt		9,251.95	MED125		1,987.65	
0 Leave	SALARY		7.78	CT State		539.33	DENTAL		4.00	
38 Total	VACMEM	79.75	124,300.00	NY State		2,385.95	P A I		1.80	
	ADMMEM	79.75		NY DIS		54.60	VISION		2.87	
							MISC.		-3.83	
							X DED		250.00	
							LOANS		700.00	
							TEST		-2,142.00	
							EX 14A		1,900.00	

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DPSS Subsidized Employment Program

EXHIBIT F

TIMESHEET

Company Name:		Assigned Supervisor:	
Company Address:		Supervisors Phone No:	
Employer Identification Number (EIN):		Pay Period Covered:	Beg Date
Primary Co. Contact:			End Date
Name:			
Phone:			
Email:			

EMPLOYEES IN DPSS PROGRAM													
Name of Employee (s)			SSN #	Position	Hourly Pay Rate	# of Worked Hours	Employee Payment (to be paid)						
Last Name	First Name	Middle Initial											
1							\$0.00						
2							\$0.00						
3							\$0.00						
4							\$0.00						
5							\$0.00						
6							\$0.00						
7							\$0.00						
8							\$0.00						
9							\$0.00						
10							\$0.00						
Total Number of Employees							0	Average Hourly Rate #DIV/0!		Total Hours	0	Total Amount Paid	\$0.00

EMPLOYER'S CERTIFICATION	
Employer certifies that supervision will be provided at the same level as received by regular employees. Subject to the penalty prescribed for perjury, I certify that I am the authorized person to complete this form, all information reported herewith is complete and correct to the best of my knowledge, and all supporting documents are available for review at my employer's office.	
Signature of Authorized Representative	Title
Name (Print)	Date

If you have any questions regarding this form, call Eddie Lopez at the Department of Social Services at (951) 358-3609.

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF ORGANIZATION

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

Director's Signature

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance