

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



**ITEM: 3.17
(ID # 15042)**

MEETING DATE:
Tuesday, May 25, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/
WORKFORCE DEVELOPMENT DIVISION (HHPWS/WDD): Memorandums of Understanding
for Expanded Subsidized Employment Program services, All Districts. [\$5,460,294 - California
Work Opportunity and Responsibility to Kids Act (CalWORKs)/Temporary Assistance to Needy
Families Funds program (TANF) 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA)
pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Ratify and authorize the Department of Housing, Homelessness Prevention and
Workforce Solutions (HHPWS) Workforce Development Division to accept funding under
the Department of Public Social Services Memorandum of Understanding DPSS-
0001879 for Expanded Subsidized Employment Program Services for the period of July
1, 2020, through June 30, 2025 in the amount of \$3,965,700 (MOU A);

Continued on Page 2

ACTION: Policy

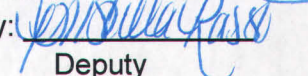

Heidi Marshall, Director 5/6/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 25, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and authorize the HHPWS Workforce Development Division to accept funding under the Department of Public Social Services Memorandum of Understanding DPSS-0001880 for Expanded Subsidized Employment Program Services for the period of July 1, 2020, through June 30, 2025 in the amount of \$1,494,594 (MOU B);
4. Authorize the Director of HHPWS, or designee, to negotiate and execute MOU A and MOU B, and any subsequent amendments, provided that all agreements and amendments are approved as to form by County Counsel; and
5. Authorize and delegate authority to the Director of HHPWS, or designee, to negotiate and execute all future Memorandums of Understanding, and any subsequent amendments, with the Department of Public Social Services to implement the Expanded Subsidized Employment Program.

Continued on Page 3

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,080,340	\$1,086,083	\$5,460,294	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: California Work Opportunity and Responsibility to Kids Act (CalWORKs)/Temporary Assistance to Needy Families Funds program (TANF) 100%				Budget Adjustment: No
				For Fiscal Year: 2020/21-2024/25

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Riverside County Workforce Development Board (WDB) is a private sector led policy and oversight body that supports economic expansion and the development of the regional workforce. The WDB is governed by the Workforce Innovation and Opportunity Act of 2014 (WIOA). Federal funds received under WIOA are allocated to activities that link resources, people, business, and education resulting in a competitive workforce. Related programs and services benefit workers and employers in Riverside County. The Riverside County Workforce Development Division (WDD) administrates implementation of WIOA-funded programs and services.

An intended outcome of WIOA is to facilitate the blending and braiding of various funding sources to augment and expand workforce services provided under WIOA. Towards that end, WDD has collaborated with the Department of Public Social Services (DPSS) since 2015 to implement the Expanded Subsidized Employment Program (Program). The Program provides a variety of workforce-related services to recipients of funding through the state's Temporary Assistance to Needy Families Funds program (TANF), known as California Work Opportunity and Responsibility to Kids Act (CalWORKs).

By partnering to implement the Program, WDD and DPSS address their mutual objective of placing Riverside County residents into jobs that enable self-sufficiency. As part of that partnership, DPSS provides funding to WDD to assist CalWORKS recipients with employment related services, including on-the-job training, work readiness activities, and career coaching, among other things. An additional component of the Program involves job placement. WDD works directly with Riverside County employers, matching them to Program participants needing

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employment and/or training. The Program reimburses employers for a portion of the participants' wages during training as an incentive for businesses to hire Program participants.

The partnership in implementing Program activities has historically been memorialized with a Memorandum of Understanding (MOU) between WDD and DPSS. The previous MOU expired on June 30, 2020. At that time, there was uncertainty as to what extent funds would be appropriated to the Program in the State Budget. As such, the MOU was not immediately renewed nor was a dollar amount for Program activities included in WDD's fiscal year 2020/21 budget. When the State budget was finalized, there was greater clarity in funding availability and DPSS and WDD commenced with developing updated MOUs to memorialize the terms of Program implementation. In the interim and in response to resident and business needs during COVID response and recovery, WDD has continued assisting Program participants and employers.

Proposed DPSS-0001879 (MOU A) and DPSS-0001880 (MOU B) set forth the terms of Program implementation, including job placement and training, and administrative support, respectively. Both MOU A and MOU B, attached hereto and incorporated herein, have been approved as to form by County Counsel and stipulate a contract term from July 1, 2020 through June 30, 2025. Staff recommends that the Board ratify and approve MOU A and MOU B. Further, staff recommend that the Board delegate authority to the Director of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS), or designee, to approve and sign MOUs and amendments with DPSS that are related to the Expanded Subsidized Employment Program.

Impact on Residents and Businesses

Approving this Form 11 ensures the continued provision of Program services to CalWORKS recipients and Riverside County employers.

Additional Fiscal Information

The DPSS receives Program funds from CalWORKs. The combined total cost of MOU A and MOU B is \$5,460,294. Due to uncertainty in the status of CalWORKs funding in the State budget, this amount was not included in HHPWS/WDD's Fiscal Year 2020/21 budget. No County General Funds are utilized in carrying out the Program.

Contract History and Price Reasonableness

Program MOUs were executed July 1, 2015 with the term ending on June 30, 2020 and are County inter-agency MOUs. DPSS received an additional allocation of CalWORKs/TANF funds to continue the Expanded Subsidized Employment Program, the new MOU effective dates are July 1, 2020 with termination date of June 30, 2025.

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ATTACHMENTS:

- Expanded Subsidized Employment Program MOU DPSS-0001879 (A)
- Expanded Subsidized Employment Program MOU DPSS-0001880 (B)


Steven Atkeson 5/17/2021  Gregory J. Priapros, Director County Counsel 5/7/2021

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

MEMORANDUM OF UNDERSTANDING: DPSS-0001880

AGENCIES: Department of Public Social Services
 Department of Housing, Homelessness Prevention
 and Workforce Solutions

EFFECTIVE PERIOD: July 1, 2020 - June 30, 2025

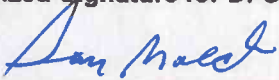

MAXIMUM REIMBURSABLE AMOUNT (AGGREGATE): \$1,494,594

This Memorandum of Understanding, DPSS-0001880, (herein referred to as "MOU") is made and entered into this 1 day of July, 2020 by and between the Department of Public Social Services (herein referred to as "DPSS") and the Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "HHPWS").

WHEREAS, DPSS and HHPWS have entered into that certain Memorandum of Understanding, DPSS-0001879, whereby HHPWS has agreed to provide DPSS with Expanded Subsidized Employment Program Services; and

WHEREAS, in exchange, DPSS has agreed to reimburse HHPWS for its personnel that provide said Expanded Subsidized Employment Program Services;

NOW THEREFORE, DPSS and HHPWS do hereby covenant and agree that DPSS shall provide said reimbursement in accordance with the TERMS and CONDITIONS (herein referred to as "T&C") attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and HHPWS.

Authorized Signature for DPSS: 	Authorized Signature for HHPWS: 
Printed Name of Person Signing: Sayori Baldwin	Printed Name of Person Signing: Heidi Marshall
Title: Director, DPSS	Title: Director, HHPWS
Address: 4060 County Circle Dr. Riverside, CA 92503	Address: 1325 Spruce St. Suite 400 Riverside, CA 92507
Date Signed: 6/15/2021	Date Signed: 5/27/2021

FORM APPROVED COUNTY COUNSEL
 BY: 
 DANIELLE D. MALAND

FORM APPROVED COUNTY COUNSEL
 BY:  3/14/2021
 LISA SANCHEZ DATE

MAY 25 2021 317

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
 CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

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List of Exhibits
Exhibit A- Journal Entry Worksheet

THANK YOU FOR YOUR COOPERATION
CLERK'S COPY
to Riverside County Clerk of the Board, 2nd Floor
Post Office Box 1117, Riverside, CA 92503-1117

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the Riverside County Department of Public Social Services, which has administrative responsibility for this MOU.
- B. "HHPWS" refers to the Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions – Workforce Development Division.
- C. "Expanded Subsidized Employment Program Services" refer to the services HHPWS provides DPSS pursuant to DPSS-0001879.
- D. "Subsidized Employment" refers to jobs for which the Employer receives a subsidy from TANF (CalWORKs) or other public funds to offset some of the wages and costs of employing individuals through the DPSS Expanded Subsidized Employment program authorized by AB 74.

II. OBJECTIVES

Reimburse HHPWS for its personnel that provide DPSS with Expanded Subsidized Employment Program Services under DPSS-0001879.

III. DPSS RESPONSIBILITIES

- A. DPSS shall assign staff to be the liaison between DPSS and HHPWS.
- B. DPSS may monitor the performance of HHPWS in meeting the terms, conditions and services in this MOU. DPSS, at its sole discretion, may monitor performance through any combination of the following methods: periodic on-site visits, annual inspections, and evaluations.
- C. DPSS shall provide funding for HHPWS' Administrative, Non-Administrative, and Support/Operating personnel that provide DPSS with Expanded Subsidized Employment Program Services under DPSS-0001879.

IV. HHPWS RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. HHPWS shall assign staff to be the liaison between HHPWS and DPSS.
- 2. HHPWS shall employ, supervise and charge DPSS for the following:

DPSS Subsidized Employment					
Expense Items					
Administrative	Location	Annual/Salary & Benefit	% of Time	Annual Budget	Grand Total
Accountant II	Fiscal	\$ 100,527	40%	\$ 40,211	\$ 40,211
				Subtotal	\$ 40,211
Non-Administrative					
SR Development Specialist	TBD	\$ 145,538	10%	\$ 14,554	\$ 14,554
Development Specialist III	Riverside	\$ 119,598	5%	\$ 5,980	\$ 5,980
Development Specialist II	Riverside	\$ 83,483	100%	\$ 83,483	\$ 83,483
Development Specialist I	Riverside	\$ 73,008	100%	\$ 73,008	\$ 73,008
Office Assistant II	Riverside	\$ 62,736	10%	\$ 6,274	\$ 6,274

			Subtotal	\$ 183,299	\$ 183,299
Support/Operating					
Communications					\$ 1,463
Insurance (Property & Liability)					\$ 2,352
Postage/Supplies					\$ 1,309
Lease, Security & Utilities					\$ 45,637
Admin Cost Pool					\$ 12,929
			Subtotal		\$ 63,690
Total Admin/Non-Admin/Operating					\$ 287,200

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payments by DPSS to HHPWS under this MOU shall not exceed \$1,494,594.

Annually, payments shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT	
July 1, 2020 through June 30, 2021	POSITION	
	Administration	\$ 40,211
	Non-Administration	\$ 183,299
	Support/Operating	\$ 63,690
	Total	\$ 287,200
July 1, 2021 through June 30, 2022	POSITION	
	Administration	\$ 41,015
	Non-Administration	\$ 186,965
	Support/Operating	\$ 64,963
	Total	\$ 292,943
July 1, 2022 through June 30, 2023	POSITION	
	Administration	\$ 41,835
	Non-Administration	\$ 190,704
	Support/Operating	\$ 66,262
	Total	\$ 298,801
July 1, 2023 through June 30, 2024	POSITION	
	Administration	\$ 42,672
	Non-Administration	\$ 194,518
	Support/Operating	\$ 67,587
	Total	\$ 304,777
July 1, 2024 through June 30, 2025	POSITION	
	Administration	\$ 43,526
	Non-Administration	\$ 198,408
	Support/Operating	\$ 68,939
	Total	\$ 310,873
Subtotal	\$ 1,494,594	

2. COST RATE:

HHPWS shall be reimbursed in accordance with section IV. HHPWS RESPONSIBILITIES, section A. SCOPE OF SERVICE, paragraph 2, for the percentage of the actual amount of

salary and benefit cost, and leave time to include sick, bereavement, compensatory, holiday, vacation, managers annual, jury duty, court appearance, military, and/or industrial injury hours according to the terms and conditions contained herein for Expanded Subsidized Employment Program Services.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. HHPWS will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided to DPSS, payments may be delayed until the information is received by DPSS.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. HHPWS shall submit DPSS Journal Entry Worksheet for request of all payments attached hereto as **Exhibit A** and incorporated herein by this reference.
- d. HHPWS shall provide documentation/justification as requested by DPSS, which shall include but is not limited to the following:
 - 1) Copy of Journal Entry Worksheet;
 - 2) Summary of Payroll Expenses by employee for each Pay Period;
 - 3) Salary & Benefits Distribution Report; and
 - 4) Time sheets for each employee for each pay period.
- e. No payment will be made if HHPWS ceases operation for any period.

4. SUPPLANTATION

HHPWS shall not supplant any federal, state, or county funds intended for the purpose of this MOU with any funds made available under any other MOU, 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, and agrees that it will not use funds received pursuant to this MOU, 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.

5. DISALLOWANCE

In the event HHPWS receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by DPSS, it 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 HHPWS under any agreement with DPSS.

C. ADMINISTRATIVE

1. CONFIDENTIALITY

HHPWS 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 MOU 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 HHPWS shall be considered and kept confidential by HHPWS, its staff, agents, employees and volunteers. HHPWS shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this MOU, 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 HHPWS by DPSS.

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.

HHPWS 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 MOU and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOU of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

2. ASSIGNMENT

HHPWS shall not assign any interest in this MOU, 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.

3. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

HHPWS 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 HPPWS as though made with HHPWS directly.

4. CHILD ABUSE REPORTING

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

5. ADULT AND ELDER ABUSE

HHPWS 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 MOU report elder and dependent adult abuse pursuant WIC Section 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

V. GENERAL

A. EFFECTIVE PERIOD

This MOU shall be effective July 1, 2020 to June 30, 2025, unless terminated earlier.

B. NOTICES

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

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

HHPWS: Department of Housing, Homelessness Prevention and Workforce Solutions
Director of Workforce Development
1325 Spruce Street, Suite 400
Riverside, CA 92507

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 MOU, 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
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment under this MOU is contingent upon the availability of funds from which payment can be made.

D. NO DEBARMENT OR SUSPENSION

HHPWS certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

E. DISPUTES

Except as otherwise provided in this MOU, any dispute concerning a question of fact arising under this MOU, which is not disposed by this MOU, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

1. Phase 1

This phase of dispute resolution will be called "Phase 1 Informal Resolution," and it will be conducted between the DPSS liaison and HHPWS liaison using the MOU and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

2. Phase 2

This phase of dispute resolution will be called "Phase 2 Formal Resolution," and it will be between the Assistant Director of DPSS and/or his/her designee(s) and the Assistant Director of HHPWS and/or his/her designee(s). This incident must be written as a note to file.

3. Phase 3

This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of HHPWS and the Director of DPSS.

F. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOU, 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.

G. TERMINATION

This MOU may be terminated with or 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 MOU, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

H. ENTIRE AGREEMENT

This MOU 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.

COUNTY OF RIVERSIDE
 JOURNAL ENTRY WORKSHEET

Exhibit A

TRANS TYPE: JE JE DATE: _____ FY: _____

JE NUMBER: _____

SET ID: RIVCO

Debit Doc Total	Credit Doc Total
\$0.00	\$0.00

Line #	BUS UNIT (5)	FUND (5)	DEPT ID (10)	ACCOUNT (6)	PROGRAM (5)	PROJECT GRANT (15)	CLASS (10)	DESCRIPTION (30)	(+)	(-)
									DEBIT AMOUNT	CREDIT AMOUNT
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

CASH DEBIT

CASH CREDIT

APPROVED BY _____ DATE _____

APPROVED BY _____ DATE _____

PREPARED BY _____ PHONE _____

PREPARED BY _____ PHONE _____

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

MEMORANDUM OF UNDERSTANDING: DPSS-0001879

AGENCIES: Department of Public Social Services
 Department of Housing, Homelessness Prevention and Workforce Solutions

EFFECTIVE PERIOD: July 1, 2020 - June 30, 2025

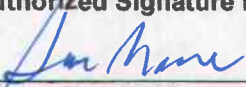
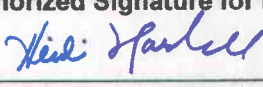
MAXIMUM REIMBURSABLE AMOUNT (AGGREGATE): \$3,965,700

This Memorandum of Understanding, DPSS-0001879, (herein referred to as "MOU") is made and entered into this 1 day of July, 2020 by and between the Department of Public Social Services (herein referred to as "DPSS") and the Department of Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "HHPWS").


WHEREAS, DPSS desires HHPWS to provide Expanded Subsidized Employment program services; and

WHEREAS, HHPWS is qualified to provide Expanded Subsidized Employment program services;

NOW THEREFORE, DPSS and HHPWS do hereby covenant and agree that HHPWS shall provide said services in accordance with the TERMS and CONDITIONS (herein referred to as "T&C") attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and HHPWS.

Authorized Signature for DPSS: 	Authorized Signature for HHPWS: 
Printed Name of Person Signing: Sayori Baldwin	Printed Name of Person Signing: Heidi Marshall
Title: Director, DPSS	Title: Director, HHPWS
Address: 4060 County Circle Dr. Riverside, CA 92503	Address: 1325 Spruce St. Suite 400 Riverside, CA 92507
Date Signed: 6/15/2021	Date Signed: 5/27/2021

FORM APPROVED COUNTY COUNSEL
 BY: 
 DANIELLE D. MALAND

FORM APPROVED COUNTY COUNSEL
 BY:  1/26/2021
 LISA SANCHEZ DATE

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to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

MAY 25 2021 3.17

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List of Exhibits

- Exhibit A- Subsidized Employment Agreement
- Exhibit B- BS-448-01 Subsidized Employment Monthly Evaluation and Invoice
- Exhibit C- Payroll Register Example
- Exhibit D- DPSS Form 2076A and Instructions

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CalWORKs" refers to California Work Opportunity and Responsibility to Kids, California's state Temporary Assistance for Needy Families (TANF) program.
- B. "DPSS" refers to the Riverside County Department of Public Social Services, which has administrative responsibility for this MOU.
- C. "HHPWS" refers to the Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions.
- D. "Employer" refers to a business/organization that has an agreement with HHPWS to employ Expanded Subsidized Employment program participants.
- E. "ESE" refers to DPSS's Expanded Subsidized Employment program, which is also referred to as "Subsidized Employment".
- F. "Subsidized Employee(s)" refers to a CalWORKs customer(s) who is placed in a Subsidized Employment position.
- G. "Subsidized Employment" refers to jobs for which the Employer receives a subsidy from TANF (CalWORKs) or other public funds to offset some of the wages and costs of employing individuals through the DPSS Expanded Subsidized Employment program authorized by AB 74.
- H. "WIOA" refers to the Workforce Innovation and Opportunity Act.

II. OBJECTIVES

Provide DPSS with Expanded Subsidized Employment program services.

III. DPSS RESPONSIBILITIES

- A. DPSS may monitor the performance of HHPWS in meeting the terms, conditions and services in this MOU. DPSS, at its sole discretion, may monitor performance through any combination of the following methods: periodic on-site visits, annual inspections, and evaluations.
- B. DPSS shall provide funding through a separate MOU, DPSS-0001880, for one (1) Office Assistant II, one (1) Accountant II, one (1) Sr. Development Specialist, and three (3) Development Specialist I, II and/or III positions. This funding is in addition to the General Support Service Rate and staffing approved by the County Board of Supervisors. Additional staffing may be adjusted as program needs require with written approval from the DPSS program liaison.
- C. DPSS shall provide customer demographic information to support the job development process to HHPWS, if needed.
- D. DPSS shall determine eligibility for all CalWORKs customers enrolled in ESE program.
- E. DPSS shall provide Expanded Employment Services as stated in MOU DPSS-0001880.

F. DPSS shall assist Employers in completing the Subsidized Employment Agreement, attached hereto and incorporated herein as Exhibit A. HHPWS shall review the Subsidized Employment Agreement to ensure it is completed and signed by the Employer.

G. DPSS shall designate staff to perform the following tasks:

- 1) Upon receipt of the Subsidized Employment Agreement from the Employer, DPSS shall route to HHPWS within five (5) business days.
- 2) Obtain the Subsidized Employment Monthly Evaluation and Invoice, using HHPWS form BS-448-01, attached hereto and incorporated herein as Exhibit B, to be completed by the Employer.

IV. HHPWS RESPONSIBILITIES

A. SCOPE OF SERVICE

1. HHPWS shall assign staff to be the liaison between HHPWS and DPSS.
2. HHPWS shall provide workstations with a computer, telephone, desk, chair, and internet jack.
3. HHPWS shall provide the following services:

3.1. Subsidized Employment Program Development:

HHPWS shall enter into agreements with Employers in the private for-profit, non-profit and local government (excluding County of Riverside agencies and departments) sectors to provide Subsidized Employment opportunities for DPSS customers.

3.2. Subsidized Employer Job Development:

a) HHPWS and a Development Specialist shall market the Subsidized Employment program to a variety of industry sectors to solicit participation by Employers that have current employment vacancies or expect vacancies. This includes:

- 1) Identifying and developing Subsidized Employment positions which will match Subsidized Employment 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) Secure agreements with Employers that DPSS refers to HHPWS for Subsidized Employment contracting.

b) HHPWS shall ensure Employers maintain an insurance plan for workers' compensation for Subsidized Employment 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, liability insurance, and automobile insurance (if required), in the State of California. If Employer is self-insured for workers' compensation, the Employer shall provide the applicable certificate number provided by the California Department of Industrial Relations to HHPWS. The insured amount shall be as stipulated by County of Riverside Risk Management.

- c) HHPWS shall notify DPSS of any reported Subsidized Employment program participant performance-related issues within one (1) business day of discovery.

3.3. Subsidized Employment Related Vocational Training/Certification:

- a) HHPWS shall refer and enroll Subsidized Employment program participants in eligible vocational training entities identified by DPSS. Vocational training must be short-term, less than six (6) months in duration, and result in skill set development and/or certification that is required for participants to obtain or retain Subsidized Employment and transition into unsubsidized employment at the end of the subsidy period.

3.4 Subsidized Employer Termination:

- a) HHPWS shall terminate agreements with Employers that have Subsidized Employment program participants in their worksites if:
 - 1) DPSS or HHPWS determines the Employer worksite has failed to comply with any part of their agreement; or
 - 2) DPSS or HHPWS determine, through monitoring, the Employer is not acting in good faith to carry out the terms of their agreement or the Employer is in gross violation of Federal or state labor laws.
- b) HHPWS shall submit a written report to DPSS within three (3) business days upon determination that the conditions described above in subsections a) 1) and/or a) 2) exist, detailing all actions and/or incidents involving the ESE Employer resulting in this determination.

B. REPORTING

HHPWS shall provide the following ESE program reporting to DPSSDartContracts@rivco.org :

- 1. Monthly expenditure report
- 2. Fiscal year end expenditure reports

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total annual payments by DPSS to HHPWS for Subsidized Employment services shall be as follows:

5 Year Subsidized Employment Plan

Fiscal Year	Memorandum of Understanding Term	Maximum Reimbursable Amount per Fiscal Year
FY 20/21	07/01/20 – 06/30/21	\$ 793,140
FY 21/22	07/01/21 – 06/30/22	\$ 793,140
FY 22/23	07/01/22 – 06/30/23	\$ 793,140
FY 23/24	07/01/23 – 06/30/24	\$ 793,140
FY 24/25	07/01/24 – 06/30/25	\$ 793,140
Total		\$ 3,965,700

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. HHPWS will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided to DPSS, payments may be delayed until the information is received by DPSS.
 - b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
 - c. HHPWS shall submit DPSS Form 2076A (Exhibit D), following the instructions set forth for request of all payments. Exhibit D is attached hereto and incorporated herein by this reference.
 - d. HHPWS shall provide backup documentation, for each employee and pay period billed, to include:
 1. Payroll Register or Report (An example of which is attached as Exhibit C and incorporated herein by this reference)
 2. If applicable, for vocational training:
 - a. Fee Schedule
 - b. Proof of materials distribution
 - c. Attendance confirmation
 - e. HHPWS shall provide an approved journal entry worksheet with their submitted billing. After review of the billing and supporting documentation, DPSS shall process and approve the Journal Entry.
 - f. Invoice estimates for May and June are due no later than the 5th of June. Actual invoices for May and June are due no later than the 30th of July.
3. COMPENSATION
- Reimbursement of participant's hourly rate shall only be for actual hours worked, including overtime, and employer paid sick leave. DPSS shall ensure that wages are paid at the going rate that the employing company/organization typically pays workers who perform that job function. DPSS shall document this by obtaining job posting information collected from the Employer.

SUBSIDIZED EMPLOYMENT PARTICIPANTS

Reimbursement Plan as follows:

- a. 50% of DPSS Subsidized Employee's wages shall be reimbursed for six (6) months.
- b. An additional 6 months may be reimbursed at 25% of the Subsidized Employee's wages, with written approval from DPSS and meeting one of the following criteria:
 - i. The Subsidized Employee is obtaining specific skill and experiences relevant for unsubsidized employment for a particular field; or
 - ii. The Subsidized Employee will be obtaining unsubsidized employment with the participating Employer.

- c. DPSS shall have the discretion to subsidize specified Subsidized Employee's wages at 100%. Written approval from the authorized DPSS employee is required for all 100% subsidized assignments. For positions subsidized at 100%:
 - i. The 100% reimbursement rate will be for the first six (6) months from the assignment start date; or
 - ii. The 100% subsidy can be authorized for the full assignment period up to one (1) year.

Note: The extension criteria listed above must still be met if the assignment is extended beyond six (6) months.

- d. If the Customer began their assignment prior to July 1, 2019, the HHPWS shall be reimbursed per the previous agreement's reimbursement plan.

VOCATIONAL EDUCATION

- e. Skills training to prepare the Subsidized Employee for placement is reimbursable according to the fee schedule agreed upon by HHPWS and DPSS Programs.
- f. Any separately billable supplies and materials must be specified, and proof of distribution provided.
- g. Attendance must be tracked as needed to support the billing level per the fee schedule.

4. SUPPLANTATION

HHPWS shall not supplant any federal, state, or county funds intended for the purpose of this MOU with any funds made available under any other MOU, 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, and agrees that it will not use funds received pursuant to this MOU, 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.

5. DISALLOWANCE

In the event HHPWS receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by DPSS, it 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 HHPWS under any agreement with DPSS.

D. ADMINISTRATIVE

1. CONFIDENTIALITY

HHPWS 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 MOU 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 HHPWS shall be considered and kept confidential by HHPWS, its staff, agents, employees and volunteers. HHPWS shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this MOU, 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 HHPWS by DPSS.

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.

HHPWS 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 MOU and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOU of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

2. ASSIGNMENT

HHPWS shall not assign any interest in this MOU, 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.

3. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

HHPWS 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 HHPWS as though made with HHPWS directly.

4. CHILD ABUSE REPORTING

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

5. ADULT AND ELDER ABUSE

HHPWS 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 MOU report elder and dependent adult abuse pursuant WIC Section 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

V. GENERAL

A. EFFECTIVE PERIOD

This MOU shall be effective July 1, 2020 to June 30, 2025, unless terminated earlier.

B. NOTICES

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

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

HHPWS: Department of Housing, Homelessness Prevention and Workforce Solutions
Director of Workforce Development
1325 Spruce Street, Suite 400
Riverside, CA 92507

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 MOU, 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
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment under this MOU is contingent upon the availability of funds from which payment can be made.

D. NO DEBARMENT OR SUSPENSION

HHPWS certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

E. DISPUTES

Except as otherwise provided in this MOU, any dispute concerning a question of fact arising under this MOU, which is not disposed by this MOU, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

1. Phase 1

This phase of dispute resolution will be called "Phase 1 Informal Resolution," and it will be conducted between the DPSS liaison and HHPWS liaison using the MOU and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

2. Phase 2

This phase of dispute resolution will be called "Phase 2 Formal Resolution," and it will be between the Assistant Director of DPSS and/or his/her designee(s) and the Assistant Director of HHPWS and/or his/her designee designee(s). This incident must be written as a note to file.

3. Phase 3

This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of HHPWS and The Director of DPSS.

F. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOU, 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.

G. TERMINATION

This MOU may be terminated with or 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.

H. ENTIRE AGREEMENT

This MOU 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
Subsidized Employment Agreement
(Behind This Page)

Subsidized Employment Agreement

Agreement # _____



SECTION 1: THE SUBSIDIZED EMPLOYMENT AGREEMENT

THIS SUBSIDIZED EMPLOYMENT AGREEMENT (“Agreement”) is between the **County of Riverside**, a political subdivision of the State of California, by and through its **Housing, Homelessness Prevention and Workforce Solutions Department, (“HHPWS”)** in partnership with the Department of Public Social Services (“DPSS”) and _____ (“Employer”). The parties hereto agree to the terms and conditions set forth within this Agreement.

The term of this Agreement is from _____ through _____ (“Term” or “Subsidized Employment Period”).

Riverside County Housing, Homelessness Prevention and Workforce Solutions Department	Contact Person:	Telephone #:
Address:	Email:	Fax #:
Employer Name:	F.E.I.N. #	State Employer I.D. #:
Employer Address:	Contact Person:	Email:
	Telephone #:	Fax #:
Work Site Address If Different From Above:	Telephone # If Different From Above:	Contact Person If Different From Above:

SECTION 2: EMPLOYEE INFORMATION

Employee Name:	Social Security #:	Telephone #:
Beginning Date:	End Date:	Hourly Wage Rate: \$
Job Title:	Hours Per Week:	
Work Schedule:		
Job Description:		

Rev. 7/1/2020

SECTION 3: CONTACT INFORMATION/NOTICES

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

WDD Address:

Riverside County Housing, Homelessness Prevention and Workforce Solutions
 ATTN: Business Solutions
 1325 Spruce Street, Suite 110
 Riverside, CA 92507

Employer:

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:

WDD Address:

Riverside County Housing, Homelessness Prevention and Workforce Solutions
 ATTN: Business Solutions
 1325 Spruce Street, Suite 110
 Riverside, CA 92507

SECTION 4: OBLIGATIONS**I. Employer agrees to:**

- a. Provide an orientation to the Employee that covers the Employer's rules, policies, expectations, safety information and benefits;
- b. Provide the Employee with reasonable and proper supervision and instruction as it pertains to the Employee's duties and work activities;
- c. Assign the Employee to work that is compatible with the Employee's ability to perform the task on a regular basis, and shall take into account the Employee's physical capacity, skills, experience,
- d. Compensate the Employee for hours worked, in accordance with the Employer's policies and practices, and this Agreement;
- e. Provide the Employee with at least 20 hours of work or training hours per week;
- f. Provide WDD with no less than three (3) business day's advance written notice of any performance issues that may jeopardize Employee's employment;
- g. Pay the Employer's share of the federal and state payroll taxes, including taxes pertaining to Social Security, Unemployment Insurance and Medicare;
- h. Provide the necessary tools, equipment, and supplies needed to fully perform tasks, unless the Employer requires regular employees in this position to provide their own tools, the Employer will provide the WDD with a list of the required tools and/or equipment. Any tools or

equipment purchased with Subsidized Employment Program funding will become the property of the Employee;

- i. Retain the Employee as a fully unsubsidized employee once the Subsidized Employment Period ends provided Employee's performance is satisfactory;
- j. Maintain ongoing communication and feedback with the Employee on the progress of the position hired for;
- k. Maintain appropriate standards for health and safety in work situations;
- l. Provide access to the WDD or their designees, to visit, monitor, or observe the Subsidized Employment site and interview Employee and supervisor(s) with due notice;
- m. Maintain adequate time and attendance, payroll, and other records of Employee;
- n. Submit necessary invoices to include the time worked and the amount of reimbursement requested using WDD Subsidized Employment Monthly Evaluation and Invoice Form BS 448-01 and documents, including payroll records or timecards, for the Employee to WDD; and
- o. Provide WDD with monthly employee performance evaluations using WDD Subsidized Employment Monthly Evaluation and Invoice Form BS 448-01 which is attached hereto as Exhibit B.

Section 5: General Terms and Conditions

I. Agreement Purpose

a. The purpose of this Agreement is to establish the general terms and conditions under which the WDD may refer individual participants of the DPSS Expanded Subsidized Employment Program authorized by Rules and Regulations—Social Services—Appropriations, 2013 Cal. Legis. Serv. Ch. 21 (A.B. 74) ("Subsidized Employment Program") to the Employer to take part in Subsidized Employment Program as defined in Rules and Regulations—Social Services—Appropriations, 2013 Cal. Legis. Serv. Ch. 21 (A.B. 74).

II. Reimbursement Plan

a. **Compensation**

Reimbursement of the Employee's hourly rate shall only be for actual hours worked and Employer paid sick leave, and overtime. No payments will be paid for commissions, piecework, vacation, holiday, or any other employee benefits. Employer shall pay wages at the going rate their organization typically pays workers who perform that job function and in accordance with local Area Wage Determination found under the Department of Labor website at www.wdol.gov/dba.aspx#3 or alternate website controlled by the Department of Labor.

b. **Reimbursement plan as follows:**

1. 50% of the Employee's hourly wage for the term of this agreement unless otherwise agreed upon in writing by HHPWS, DPSS and employer.
2. After term of this agreement, the Employer will be 100% responsible for the Employee's wages if an extension is not requested and approved.

3. After the initial Subsidized Employment Period expires, up to an additional six months may be reimbursed at 25% of the Employee's wages. Prior written approval and the satisfaction of one of the following conditions is required:
 - a. The Employee is obtaining specific skills and experiences relevant for unsubsidized employment for a particular field; or
 - b. The Employee will be obtaining unsubsidized employment with the Employer.

c. Method, Time and Schedule (conditions of payment)

1. The Employer shall be paid 50% of employees hourly wage for hours worked. If the required supporting documentation is not provided, payment may be delayed until the information is received by WDD.
2. All completed claims must be submitted no later than thirty (30) days after the end of each month in which the services were provided.
3. All complete claims must be processed within forty-five (45) calendar days of receipt unless billing requirements are incomplete.

III. Fiscal

- a. The Employer will be reimbursed at the end of each two (2), (bi-weekly) pay periods or four (4) weeks of the training, not to exceed maximum reimbursement amount for training set forth in Section 5. II. b., above, which is to be provided by the Employer to Employee.
- b. Employer shall maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under this Agreement for a period of at least seven (7) years from the date the Employee's employment ends.
- c. Employer shall provide not less than \$1,000,000 per occurrence in General Liability and Workers Compensation insurance coverage to protect against legal liability arising out of employment.
- d. Employer shall preserve all of Employee's payroll records, fringe benefits and personnel records for a period of at least seven (7) years from the date the Employee's employment ends.
- e. Payment will not be made for work performed before or after the Subsidized Employment Period. WDD will not reimburse Employer for vacation or paid holidays.

IV. Employer Assurances

- a. Employer certifies that the company is financially solvent on the date of this Agreement, and the Employer's best projection is that they will remain financially able to meet Agreement obligations at the end of the training period, including Employee's retention.
- b. Employer agrees that applicable federal, state, and local wage and labor standards will be adhered to and to pay the Employee at the same rates, including increases, and benefits as employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event less than the higher rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 and 29 USC 206, or the applicable state or local minimum wage law.

- c. Employer verifies that wages are paid to the subsidized Employee at the going rate that Employer typically pays workers who perform that job. (Note, Employee shall be paid at or above minimum wage).
- d. Assembly Bill 1522, 2014, referred to as the Healthy Workplaces, Healthy Families Act of 2014 sections 245-249 of the California Labor Code provides that an employee (including a subsidized employee) who, on or after July 1, 2015, works in California for 30 or more days within a year from the commencement of employment, is entitled to paid sick days to be accrued at a rate of no less than one hour for every 30 hours worked. An employee is entitled to use accrued sick days beginning on the 90th day of employment. Except as specified in California Labor Code section 246(f)(2), an Employer is not required to provide compensation to an employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment.
- e. Conditions of employment will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws) and 29 CFR 37 et seq., as may be amended from time to time.
- f. Employer certifies that the employment will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of a Subsidized Employment Agreement, or it has no collective bargaining agreement with a labor organization that covers the training position.
- g. Employer assures that they have not been debarred or suspended in regard to federal funding pursuant to 2 CFR Part 180.
- h. Employer further assures that Expanded Subsidized Employment Program funds will not be used to assist, promote or deter union organizing pursuant to 20 CFR 663.730
- i. Employer certifies that no member of the Employee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the Employee. For the purpose of this Agreement, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the Employee's spouse (see 20 CFR 667.200(g)).
- j. Employer assures that the Employee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used, or to be used, for religious instruction or as a place for religious worship except as otherwise authorized pursuant to 29 CFR 37.6(f).
- k. Employer ensures that placement of Employee does not result in the termination or displacement of current employees or the reduction of current employee's working hours.
- l. Employer assures that the Employee has not been hired into nor will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit and/or has been bumped and has recall rights to that position, or that infringes on promotional opportunities of current employees pursuant to 20 CFR 667.270.
- m. Employer certifies that this is not a temporary or seasonal job and that wages are not based on commission or piecework.
- n. Employer shall provide statutory Workers' 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.

- o. Employer shall provide vehicle liability insurance if vehicles or mobile equipment are used in the performance of the obligations under this Agreement. Employer shall maintain liability insurance of 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 County of Riverside as additional insured.

V. Confidentiality

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

Employer shall ensure that Employee 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.

Employer shall keep all information that is exchanged with the WDD 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 Employer shall be considered and kept confidential by the Employer, its staff, agents, employees and volunteers. Employer shall require all of its employees, agents, and volunteer staff who may provide services under this Agreement with Employer 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 Employer by WDD.

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.

Employer 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. Employer 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.

VI. Hold Harmless/Indemnification

Employer agrees to indemnify and hold harmless the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of

Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any acts of Employer, its officers, employees, 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 Employer, its officers, agents, employees, agents or representatives from this Agreement. Employer 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 of Riverside, 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 Employer, Employer shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County of Riverside, 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 of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Employer's indemnification to County of Riverside as set forth herein. Employer's obligation to defend, indemnify and hold harmless County of Riverside shall be subject to County of Riverside having given Employer 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 Employer's expense, for the defense or settlement thereof. Employer's obligation hereunder shall be satisfied when Employer has provided to County of Riverside the appropriate form of dismissal relieving County of Riverside from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Employer's obligations to indemnify and hold harmless County of Riverside 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 Employer from indemnifying County of Riverside to the fullest extent allowed by law. Employer's indemnification and hold harmless obligations shall survive the expiration and early termination of this Agreement.

VII. Employment Practices

- a. Employer shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices. The nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity. Employer will "comply fully with the nondiscrimination and equal opportunity provisions of the WIOA" (29 CFR Part 38

Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance, 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, Employer 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.

VIII. 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 WDD which shall furnish the decision in writing. The decision of WDD 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. Employer shall proceed diligently with the performance of the Agreement pending WDD's decision.

IX. Additional Terms

- a. Employer must provide comprehensive general liability insurance protection to Employee-not less than \$1,000,000.
- b. Conditions of employment will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws) (see 29 CFR 37 et seq.) WDD shall have the right to unilaterally terminate this Agreement at its sole discretion in the event Employer fails to abide by the aforementioned laws and ordinances.
- c. DPSS shall determine and verify Expanded Subsidized Employment program eligibility of each customer prior to referral for Subsidized Employment placement by the Employer. Upon written notice to WDD, reimbursement of subsidy payments will be discontinued for Employees who become ineligible for the Expanded Subsidized Employment program during the specified wage period after five (5) days from the date of delivery of written notice to WDD. If the Employer retains the Employee as an unsubsidized employee upon discontinuance of the wage subsidy, the Employer shall assume and be responsible for all employee benefits and compensation costs.
- d. This Agreement is subject to modification or termination due to actions taken by the federal, state, or local governments that result in a frustration of the purpose of this Agreement. Such actions include, but are not limited to, withdrawal of funding by the United States Congress, the failure by the United States Congress to reauthorize program activities or DPSS withdrawal of funding.

- e. Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by all parties.
- f. This Agreement may be terminated by either party without cause upon no less than ten (10) calendar days written and signed notice by certified mail or in person to the other party.
- g. In addition to WDD's termination rights contained herein, WDD shall also have the right to terminate this Agreement suspend the disbursement of funds in whole or in part, for cause, including, but not limited to, failure of the Employer to comply with the terms or conditions of this Agreement, or Employer is not acting in good faith to carry out the terms of this Agreement or Employer is in violation of Federal or state labor laws.
- h. Employer shall comply with all applicable federal, state and local laws and regulations. Employer shall comply with all applicable County of Riverside policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Employer shall comply with the more restrictive law or regulation.
- i. No member, official, employee or consultant of the County of Riverside shall be personally liable to the Employer, or any successor in interest, in the event of any default or breach by the County of Riverside or for any amount which may become due to the Employer or to its successor, or on any obligations under the terms of this Agreement.
- j. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.
- k. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without impairment, and any invalid provision will be replaced with a valid provision most closely approximating the purpose and economic effect of the invalid provision via an addendum to this Agreement. The waiver by either party of any breach of this Agreement will not operate as a waiver of any subsequent breach.
- l. Employer 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 WDD. Any attempt to assign or delegate any interest without written consent of HHPWS/EDD shall be deemed void and of no force or effect.
- J. This Agreement constitutes the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representations, inducement, promises or agreements, orally or otherwise, have been made by any party, or by anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement or promise not contained in the Agreement will be valid or binding. Any amendment of or addendum to this Agreement will be effective only if it is in writing signed by all Subsidized Employment Program representatives.

REMAINDER OF THIS PAGE SHALL REMAIN BLANK
SIGNATURE PAGE FOLLOWS

SECTION 6: SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below, and by the signatures below, hereby agree to all the terms and conditions contained herein.

Authorized Signatures

HHPWS:

COUNTY OF RIVERSIDE, a political subdivision of the state of California, by and through its Housing, Homelessness Prevention and Workforce Solutions Department

Signature

Leslie Trainor

Deputy Director of Workforce Development
TITLE

Date

EMPLOYER:

Signature

Print Name

TITLE

Date

Exhibit B

BS-448-01 Subsidized Employment Monthly Evaluation and Invoice

(Behind This Page)

**Housing, Homelessness Prevention and Workforce Solutions
Subsidized Employment Monthly Evaluation and Invoice**

Business: _____ Month: _____

Address: _____

Contact Name: _____ Telephone: _____

Employee Name: _____ Employee SSN: _____

Hours Completed: _____

Evaluation Checklist

(Please rate the Employee's performance by checking the appropriate box)

Evaluation Elements	Excellent	Good	Fair	Poor
Appearance				
Attendance				
Attitude				
Customer Service				
Follows Instructions				
Completes Assignments				
Works well with others				
Shows Interest/Initiative				

Employee Strengths:

Training Recommendations:

I am requesting reimbursement for completion of all the hours worked

I am requesting a partial reimbursement for completion of _____% of the hours worked for a total of \$ _____

I certify that the above information is correct. I am requesting payment in the amount of \$ _____ according to the terms of the Subsidized Employment Agreement.

Signature of Employer

Date

Print Employer Name and Title

Telephone Number

WDD Business Solutions Consultant Signature

Date

WDD Business Solutions Manager Signature

Date

BS 448-01 (11/17/17 rj)

Exhibit C
PAYROLL REGISTER EXAMPLE
(Behind This Page)

Employee Information	Benefits	Rate	Hour	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check
EMMONS, JIML	Gross SALARY			1,300.00	SSA/Std	99.88 CT State	401 K MED/RS X DEC	1075.28	Net Pay Check #11000020
PROBESUR, MATTHEW	Gross SALARY			1,400.00	SSA/Std	102.10		1282.90	Net Pay Check #11000021
RIDGEMAN, KAPL	Gross SALARY			1,500.00	SSA/Std	114.75		1385.25	Net Pay Check #11000022
BIRTH, JAMES	Gross SALARY			900.00	SSA/Std	66.85		833.15	Net Pay Check #11000023
WASHINGTON, MARTHA	Gross SALARY			1,200.00	SSA/Std	91.80 CT State		922.20	Net Pay Check #11000024
Department Totals	Gross SALARY			6,200.00	SSA/Std	481.18 CT State	401 K MED/RS X DEC	5551.88	5 Pays
18 - Department									
WATSON, JOHN D	Gross SALARY			100.00	SSA/Std	7.65		82.35	Net Pay Check #11000025
19 - Department Totals	Gross SALARY			100.00	SSA/Std	7.65		82.35	1 Pay
2A - BUILDING									
BALANCE, PAULFE	Gross SALARY			1,200.00	SSA/Std	91.80	LOANS	1008.20	Net Pay Check #11000026
2A - BUILDING Totals	Gross SALARY			1,200.00	SSA/Std	91.80	LOANS	1008.20	1 Pay
20 - RECEIVING									
OROWLEY, CYNTIA	Gross SALARY			1,200.00	SSA/Std	91.80 NY State		1012.98	Net Pay Check #11000027
20 - RECEIVING Totals	Gross SALARY			1,200.00	SSA/Std	91.80 NY State		1012.98	1 Pay
30 - SHIPPING									
PERILLI, CAROLYN	Gross SALARY			4,000.00	SSA/Std	305.00 NY State	TEST	3144.30	Net Pay Check #11000028
30 - SHIPPING Totals	Gross SALARY			4,000.00	SSA/Std	305.00 NY State	TEST	3144.30	1 Pay



Client: 62V
PC SUPPORT TEST CLIENT ASEC

Payroll Register

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

Run: 16
Week: 25
Of: 3
Page: 1

Department	Earnings	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay
18 - Department							
This Pay Totals	Gross SALARY		6,300.00	SS/Med Fed Wk 481.18	CT State 1.84	401 K 65.00 MED125 10.00 X DED 22.00	5 Checks 5,551.88
Month-to-Date Totals	Gross SALARY		6,300.00	SS/Med Fed Wk 481.18	STATE 1.84	401 K 65.00 MED125 10.00 X DED 22.00	5 Checks 5,551.88
19 - 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
20 - 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 Wk 91.80	NV State 21.42		1 Chk 1,012.83
Month-to-Date Totals	Gross SALARY		1,200.00	SS/Med Fed Wk 91.80	NV State 21.42		1 Checks 1,012.83
20 - SHIPPING							
This Pay Totals	Gross SALARY		4,000.00	SS/Med Fed Wk 306.00	NV State 2.00	TEST 301.10	1 Chk 3,144.30
Month-to-Date Totals	Gross SALARY		4,000.00	SS/Med Fed Wk 306.00	STATE 2.00	TEST 301.10	1 Checks 3,144.30
20 - OFFICE							
This Pay Totals	Gross SALARY		3,000.00	SS/Med Fed Wk 228.50	NV State 118.33		1 Chk 2,451.66
Month-to-Date Totals	Gross SALARY		3,000.00	SS/Med Fed Wk 228.50	STATE 118.33		1 Checks 2,451.66
CLIENT THIS PAY TOTALS							
	Gross SALARY		15,600.00	SS/Med Fed Wk 1,207.98	CT State 1.84	401 K 65.00 MED125 10.00 LOANS 100.00 X DED 50.00 TEST -306.00	10 Checks 13,281.58
CLIENT MONTH-TO-DATE TOTALS							
	Gross SALARY		15,600.00	SS/Med Fed Wk 1,207.98	CT State 1.84	401 K 65.00 MED125 10.00 LOANS 100.00 X DED 50.00 TEST -306.00	10 Checks 13,281.58



Client: 82V
PC SUPPORT TEST CLIENT A SEC

Month-to-Date Summary

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

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

SPEAK TO CAROL ONLY
BE SURE THAT EE HAS RATE 2 SET UP BEFORE USING THE RTS COLUMN
SOME EES HAVE SEVEN DIGIT SALARIES - CHANGES TO SALARY NEED TO BE MADE IN MEMO
DED TO SAL ON CNG SCREEN AND KEYED IN TO SAL COLUMN ON CALL IN SCREEN
ANY CHANGES TO VACATION TIME SHOULD BE KEYED UNDER CODE VA VACADJ
ALL EES 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 08/08/2008
 This is the First Pay of the Month.
 Please change if appropriate:
 N Let Pay of Quarter 2
 Y First Pay of Month August

Check # Starting Check # 900330

Optional Check Stub Message
 Enter Optional Check Stub Message (maximum 66 characters) below:

Deductions Title to payroll 87 of this current month.

Deductions Scheduled by Pay of Month	1 - Deductions Active for Pay of Month	Please change if appropriate.
Code Description	1	2 3 4 5
18 MED125	✓	✓ ✓ ✓ ✓ ✓
19 VISION	✓	✓ ✓ ✓ ✓ ✓
99 MISC	✓	✓ ✓ ✓ ✓ ✓
N1 LOANS	✓	✓ ✓ ✓ ✓ ✓
V7 X DED	✓	✓ ✓ ✓ ✓ ✓
V6 EXPENS	✓	✓ ✓ ✓ ✓ ✓

Deductions Taken From Each Check, Every Pay Period
 P1 401 K
 1: DENTAL

Reports	Check	Description	Price
Master List	___	Master List	No Charge
Employee List	___	Employee List	No Charge
Seniority	___	Seniority	\$6.25 each
Rate Review	___	Rate Review	\$5.25 each

Supplies	Qty	Description	Price
Time Card Labels	___	Time Card Labels	\$4.00 per set
Attendance Records	___	Attendance Records	\$11.00 plus 25c per employee
Name and Address Labels	___	Name and Address Labels	6c per employee \$4.00 minimum
3-Ring Binders (8 1/2"x12")	___	3-Ring Binders (8 1/2"x12")	\$4.00 each
Check Envelopes (box of 500)	___	Check Envelopes (box of 500)	\$24.00 per box
W-4 Forms (pad of 50)	___	W-4 Forms (pad of 50)	\$3.50 per pad



Client: 62V
 PC SUPPORT TEST CLIENT A SEC

Worksheet

Period Covered: 07/01/2008 - 07/31/2008
 Check Date: 08/08/2008
 Run: 16
 Week: 26
 Of: 9
 Page: 1

Employee Information	REGULAR Hours	OTIME Hours	VACATION Hours	SICK Hours	OTHER Hours	SALARY \$	BONUS \$	COLM1 \$	OTEA \$	EXPENSE D V6 Code	Time Deduction Amount	Deduction #	NOTES
EMMONS, JEL #3287						1,300.00							
PAZDOL, OZZIE #3289 Meeting 59% Assess Deduction to USD125 142.35													
HUNT, RONALD #3333 Rate: 95.0000													
JONES, MAYNARD #3322 Rate: 15.0000													
LIMCOLL, RICHARD #3327 Rate: 16.5000													



Client: 62V
PC SUPPORT TEST CLIENT ASECC

Worksheet

Period Covered: 07/01/2008 - 07/31/2008
Client Date: 08/08/2008

Run: 16
Week: 26
Ch: 3
Page: 3

Employee Name	Emp#	Net Pay	Check Number	Check Number
BROOKS MEL	3394	1,075.26	11000090	<input type="checkbox"/>
FRENCHUR, MARTIN	3319	1,282.90	11000091	<input type="checkbox"/>
FEDAKO, KARL	3392	1,350.25	11000092	<input type="checkbox"/>
SMITH, JAMIE	3324	631.15	11000093	<input type="checkbox"/>
WASHINGTON, MARTHA	3323	902.83	11000094	<input type="checkbox"/>
WASHINGTON, J D	8474	92.35	11000095	<input type="checkbox"/>
BALANCE, IN, LFE	3390	1,008.20	11000096	<input type="checkbox"/>
CHOWLEY, CYNTHIA	0008	1,012.83	11000097	<input type="checkbox"/>
PERSI, CAROLYN	0003	3,144.80	11000098	<input type="checkbox"/>
KAVANAGH, FLUFFER	0010	2,451.86	11000099	<input type="checkbox"/>
CLIENT TOTAL		13,261.52		

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



Client: 62V
 PC SUPPORT TEST CLIENT A SEC

Account Reconciliation Report

Period Covered: 06/01/2006 - 06/30/2006
 Check Date: 07/03/2006

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

Employee Information	REG HRS	OT HRS	OTH HRS	SAL \$	GROSS PAY
RALPHCE, M L JR #3320				1200.00	1200.00
BROOKS, MEL #3334				1200.00	1200.00
CROWLEY, CYNTHIA #0328				1200.00	1200.00
KAYAWALON, JEFFER #0010				2000.00	2000.00
PROSSER, JIM #3319				1400.00	1400.00
FREDERICK, CARL #3332				1500.00	1500.00
SANTM, JAMES #3328				900.00	900.00
WASHINGTON, MARTHA #3323				1200.00	1200.00
WATSON, JIM D #3474				100.00	100.00
JOB Totals				11800.00	11800.00
To-date Totals				59000.00	59000.00
PERPUL, CAROLYN #C003				4000.00	4000.00
JOB PL Totals				4000.00	4000.00
To-date Totals				20000.00	20000.00
Client #2V				15000.00	15000.00
Totals				79000.00	79000.00



Client: 62V
PC SUPPORT TEST CLIENT ASEC

LEVEL 1 REPORT

Laber Report - 01

Period Covered: 06/01/2008 - 06/30/2008
Client Date: 07/02/2008

Run: 18
Week: 25
Page: 3

Exhibit D
DPSS FORM 2076A AND INSTRUCTIONS
(Behind This Page)

DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From:
Address
Contractor Name
Contract Number

Total amount requested for the period of 20

Select Payment Type(s) Below:

- Advance Payment (if allowed by Contract/MOU)
Actual Payment (Same amount as 2076B if needed)
Unit of Service Payment
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

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

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

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.
