

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



ITEM: 3.11
(ID # 20878)

MEETING DATE:

FROM : PUBLIC SOCIAL SERVICES:

Tuesday, March 07, 2023

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approval of CalWORKs Expanded Subsidized Employment Services Agreement templates for Tier 1 and Tier 2 and Amendments with Employers for a total aggregate amount of \$3,075,000 through June 30, 2027; and Authorize the Director, Assistant Director, Deputy Director of Public Social Services, or designee, to Execute Said Agreements and Amendments; All Districts. [Total Cost \$3,075,000; up to \$922,500 in additional compensation; Funding: Federal 97%, State 3%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve CalWORKs Expanded Subsidized Employment Services Agreement templates for Tier 1 (Attachment A) and Tier 2 (Attachment B), attached;
2. Authorize the Department of Public Social Services to use a portion of the yearly Expanded Subsidized Employment allocation for Riverside County, not to exceed \$75,000 for FY 22/23, and then \$750,000 annually, for four additional fiscal years through June 30, 2027;
3. Approve and authorize the Director of Public Social Services to take all necessary steps to administer the allocation for CalWORKs customers in the Expanded Subsidized Employment program;

Continued on Page 2

ACTION:Policy


Charity Douglas, DPSS Director

2/16/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 7, 2023
xc: DPSS

Kimberly Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Director of Public Social Services, Assistant Director of Public Social Services Self-Sufficiency, or Deputy Director of Public Social Services Workforce Connection, or designee, to execute individual CalWORKs Expanded Subsidized Employment Services Agreements, substantially conforming in form and substance to Attachments A and B and as approved by County Counsel, with the employers, for the placement of CalWORKs customers in the Expanded Subsidized Employment Program, with the sum of all agreements not to exceed \$75,000 for FY 22/23, and then \$750,000 annually, for four additional fiscal years through June 30, 2027;
5. Authorize the Director of Public Social Services, Assistant Director of Public Social Services Self-Sufficiency, or Deputy Director of Public Social Services Workforce Connection, or designee, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments to the individual CalWORKs Expanded Subsidized Employment Services Agreements that exercise the options of the agreements including modifications of the statement of work that stay within the intent of the agreements, and (b) sign amendments to the compensation provisions of the individual CalWORKs Expanded Subsidized Employment Services Agreements that do not exceed the sum total of thirty percent (30%) of the total annual cost of the Agreement.
6. Approve and authorize the Director of Public Social Services, Assistant Director of Public Social Services Self-Sufficiency, or Deputy Director of Public Social Services Workforce Connection, or designee, to administer the Expanded Subsidized Employment program on behalf of the applicable CalWORKs customers.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 75,000	\$ 750,000	\$ 3,075,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal 97%, State 3%			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Work Opportunity and Responsibility to Kids (CalWORKs) Act became operative in 1998. The Welfare-To-Work Program is a comprehensive statewide employment program designed to enable participants to achieve self-sufficiency through employment. The intent of

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the Welfare-To-Work Program is to provide employment and training services to virtually all adult customers.

Currently, Riverside County DPSS places CalWORKs Welfare-To-Work customers with other Riverside County Departments for on-the-job training. Once Welfare-To-Work customers complete training, they are transitioned into the Expanded Subsidized Employment Program.

Assembly Bill (AB) 74, passed by the State Legislature in 2013, created the Expanded Subsidized Employment Program in California expanding subsidized employment opportunities for CalWORKs customers in California. DPSS developed a comprehensive Expanded Subsidized Employment Program which includes partnerships with private, non-profit, and public employers to provide customers with tangible and relevant work experience and are placed under Tier 1 or Tier 2. Tier 1 placements are for DPSS customers who possess minimal or no barriers to obtaining employment and are subsidized for six months with the goal of transitioning to unsubsidized employment upon successful completion of the subsidized employment assignment. Tier 2 placements provide 30-day subsidized employment opportunities to DPSS customers with barriers to obtaining employment such as criminal background, lack of work history, or other challenges. Tier 2 agreements are only executed with non-profit partners and 100% of the wages are subsidized during the duration of the assignment.

The Expanded Subsidized Employment Program places customers with local employers and are given immediate access to employment and earnings which also increases their work experience, skills, and connections to improve their employability after the subsidized assignment ends. This model demonstrates an increased recognition of success and benefits both for the customer and employer. In addition to assisting our customers to secure permanent employment, the Expanded Subsidized Employment Program helps to stimulate the local economy through job development and our customers to fulfill federal work participation requirements. By having our Director of Public Social Services, Assistant Director of Public Social Services Self-Sufficiency, or Deputy Director of Public Social Services Workforce Connection, or designee execute the individual CalWORKs Expanded Subsidized Employment Services Agreements will quickly and effectively place our customers in the workforce to become self-sufficient.

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 offer valuable services to the business community. The Expanded Subsidized Employment Program provides a critical resource to assist DPSS customers with barriers to obtaining paid employment such as homelessness, criminal background, and lack of work history. In addition to increasing the customers household income, it also allows program customers the opportunity to gain valuable experience and develop new skills that will support ongoing employment. Our business communities benefit from the no-cost recruiting services provided by the Expanded Subsidized Employment

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Program as well as the wage subsidy which lowers the cost of increasing their workforce and enhances their ability to grow.

Additional Fiscal Information

YEAR PERIOD	ANNUAL PAYMENT
Fiscal Year 2022 – 2023	\$ 75,000
Fiscal Year 2023 – 2024	\$ 750,000
Fiscal Year 2024 – 2025	\$ 750,000
Fiscal Year 2025 – 2026	\$ 750,000
Fiscal Year 2026 – 2027	\$ 750,000
Total	\$ 3,075,000

Funding for this request is within the yearly AB 74 Expanded Subsidized Employment allocation for Riverside County of \$5,806,691.

Price Reasonableness for Expanded Subsidized Employment

Customers will be paid the prevailing wage of the supervising organization. The supervising organization typically pays workers in accordance with local Area Wage Determination found under the Department of Labor website: <https://sam.gov/content/wage-determinations>. The services under these Agreements are reimbursed using federal funds and cannot be used for permanent positions or to displace current regular employees of an employer.

ATTACHMENTS:

- A. Subsidized Employment Agreement (Tier 1)
- B. Subsidized Employment Agreement (Tier 2)


Brianna Lontajo, Principal Management Analyst

3/1/2023


Ronak Patel, Deputy County Counsel

2/21/2023



PROFESSIONAL SERVICE AGREEMENT

for

CalWORKs Expanded Subsidized Employment (ESE) Program (Tier 2)

between

COUNTY OF RIVERSIDE

and

(INSERT COMPANY NAME)

Agreement # _____

This Professional Services Agreement ("Agreement") is made and entered by and between TBD ("COMPANY"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("COUNTY"). Department of Public Social Services ("DPSS") has administrative responsibility for this Agreement. The parties agree as follows:

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

County of Riverside Department of Public Social Services	Contact Person:	Telephone #:
Address:	Email:	Fax #:
Company Name:	F.E.I.N. #	State Employer I.D. #:
Company Address:	Contact Person:	Email:
	Telephone #:	Fax #:
Work Site Address If Different From Above:	Secondary Contact Telephone #:	Secondary Contact Person:

2. WELFARE-to-WORK PARTICIPANT INFORMATION

Participant Name:	Last four digits of Social Security #:	Telephone #:
Beginning Date:	End Date:	Hourly Wage Rate: \$
Job Title:	Hours Per Week:	
Work Schedule:		
Job Description:		

3. CONTACT INFORMATION/NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as below. All notices shall be deemed effective when they are made in writing, addressed as indicated below, 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:

DPSS Address:

Company Address:

4. OBLIGATIONS

I. COMPANY agrees to:

- a. Provide the Participant with an orientation that covers the Company's rules, policies, expectations, safety information and benefits.
- b. Provide the Participant with reasonable and proper supervision and instruction as it pertains to the Participant's duties and work activities.
- c. Assign the Participant to work that is compatible with the Participant's ability to perform the task on a regular basis, and shall take into account the Participant's physical capacity, skills, experience, family responsibilities, and place of residence.
- d. Compensate the Participant for hours worked, in accordance with the COMPANY's policies and practices, and this Agreement.
- e. Provide the Participant with 20+ hours of work per week.
- f. Notify DPSS of any performance issues that may jeopardize Participant's employment.
- g. Pay the COMPANY's required 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 COMPANY requires regular employees in this position to provide their own tools, the COMPANY will provide DPSS 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 Participant.
- i. Retain the Participant as a fully unsubsidized employee once the Subsidized Employment Period ends provided Participant's performance is satisfactory.
- j. Maintain ongoing communication and feedback with the Participant on the progress of the position hired for.
- k. Maintain appropriate standards for health and safety in work situations.
- l. Provide access to DPSS to visit, monitor, or observe the subsidized employment site and interview Participant and supervisor(s) with due notice.

- m. Maintain adequate time and attendance, payroll, and other records of Participant.
- n. Provide DPSS with monthly wage subsidy reimbursement billing using the DPSS 2076A attached as Attachment A.

5. GENERAL TERMS AND CONDITIONS

I. AGREEMENT PURPOSE

The purpose of this Agreement is to establish the general terms and conditions under which DPSS 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 COMPANY 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).

It is agreed that COMPANY is an independent contractor. No relationship of employer-employee exists between the parties. COMPANY and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for COMPANY employees from the compensation payable to COMPANY under this Agreement. COMPANY agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. COMPANY agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

II. REIMBURSEMENT PLAN

- a. Reimbursement of the Participant's hourly rate shall only be for actual hours worked, COMPANY paid sick leave, and overtime. No payments will be paid for commissions, piecework, vacation, holiday, or any other employee benefits. COMPANY shall pay prevailing 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. Tier 1 Reimbursement plan as follows:
 - 1. _____% of the Participant's hourly wage for _____ months whether it be weekly or bi-weekly pay periods unless otherwise agreed upon in writing by DPSS and COMPANY.
 - 2. Additional pay periods after the initial Subsidized Employment Period expires may be reimbursed up to an additional six months at 25% of the Participant's wages by submitting an approved and signed DPSS 4656 and the satisfaction of one of the following conditions:
 - a. The Participant is obtaining specific skills and experiences relevant for unsubsidized employment for a particular field; or
 - b. The Participant will be obtaining unsubsidized employment with the COMPANY.
 - 3. After term of this Agreement, the COMPANY will be solely responsible for the Participant's wages if an extension is not requested and approved.
- c. Tier 2 Reimbursement plan as follows:
 - 1. 100% of Participant's wages will be reimbursed up to 3 pay periods if paid bi-weekly or 6 pay periods if paid weekly.
 - 2. Tier 2 eligible Participants retained beyond the 3 pay periods if paid bi-weekly or 6 pay periods if paid weekly will then be considered a Tier 1 Subsidized Participant and such Customer's wages

shall be reimbursement as listed in Section II Reimbursement Plan, b Tier I.

Advance Payments

- a. An initial advance payment will be provided to the vendor based on an estimated wages and dates of employment, using the 2076A (Attachment A).
- b. The advanced payment must be reconciled with subsequent job placement invoices within 90 days of advance payment issuance. If the advance payment was not fully utilized, the unspent portion will be deducted from the next advance payment. The following must be provided for reconciliation:
 - i. The 2076A (Attachment A) and the Payroll Register (Attachment C) attached hereto and incorporated herein by this reference for request of all payments. The Payroll Register must include the Participant's name, hours worked, earnings, check date, taxes, and net pay. If any of the above information is not included on the payroll register, DPSS Subsidized Employment Program Timesheet (Attachment D) must be completed and forwarded along with the payroll register with the invoice.
- c. The advance payment is for reimbursement of participants actual hours worked, including overtime, and employer paid sick leave. DPSS shall make no payments for commissions, piecework, vacation, holiday, or any other employee benefits.
- d. If an advance payment is not fully expended and no further placements are expected, the contractor shall refund DPSS any overpayments within 90 calendar days of the end of the issuance month. If a refund is not received, DPSS may send the account to collections and will stop referring any new customers.
- e. Advance payments will not exceed \$2500 per Customer

Customer Placement Incentives

Tier 2 placements will be eligible to receive a one-time \$250 hiring incentive payment separate from any wage subsidy payments payable to the contractor per Customer To be eligible for payment, a copy of the Customers first payroll register must be included when requesting \$250 payment on the 2076A (Attachment A).

- d. Method, Time and Schedule (conditions of payment)
 1. If the required supporting documentation is not provided, payment may be delayed until the information is received by DPSS.
 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 COMPANY will be reimbursed at the end of each two (2), (bi-weekly) pay periods or four (4) weeks of employment, not to exceed maximum reimbursement amount for training set forth in Section 5. II. B., above, which is to be provided by the COMPANY to Participant.
- b. COMPANY 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 Participant's employment ends.

- c. COMPANY shall preserve all of Participant's payroll records, fringe benefits and personnel records for a period of at least seven (7) years from the date the Participant's employment ends.
- d. Payment will not be made for work performed before or after the Subsidized Employment Period.

IV. COMPANY ASSURANCES

- a. COMPANY certifies that the company is financially solvent on the date of this Agreement, and the COMPANY's best projection is that they will remain financially able to meet Agreement obligations at the end of the training period, including Participant's retention.
- b. COMPANY agrees that applicable federal, state, and local wage and labor standards will be adhered to and to pay the Participant at the same rates, including increases, and benefits as participants 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. COMPANY verifies that wages are paid to the subsidized Participant at the going rate that COMPANY typically pays workers who perform that job. (Note, Participant 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 participant) 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. COMPANY 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. COMPANY assures that they have not been debarred or suspended in regard to federal funding pursuant to 2 CFR Part 180.
- h. COMPANY 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. COMPANY certifies that no member of the Participant's immediate family is engaged in an administrative capacity for the COMPANY, or will directly supervise the Participant. 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 Participant's spouse (see 20 CFR 667.200(g)).
- j. COMPANY assures that the Participant(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or is to be used for religious instruction or as a place for religious worship pursuant to 29 CFR 37.6(f).
- k. COMPANY ensures that placement of Participant does not result in the termination or displacement of current employees or the reduction of current employee's working hours.
- l. COMPANY assures that the Participant 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 participants pursuant to 20 CFR 667.270.
- m. COMPANY certifies that this is not a temporary or seasonal job and that wages are not based on

commission or piecework.

V. CONFIDENTIALITY

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

COMPANY shall ensure that Participant 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.

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

COMPANY 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. COMPANY 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

COMPANY agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts, including their officers, participants and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of COMPANY (including its officers, participants, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. COMPANY shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. COMPANY 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 claim or action so long as that does not compromise COMPANY's indemnification obligation. COMPANY's obligation hereunder shall be satisfied when COMPANY has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe COMPANY's obligations to indemnify and hold COUNTY harmless.

VII. 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,

participants, elected or appointed officials, agents, or representatives as Additional Insureds.

- b. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- c. 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 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 to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- d. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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) calendar days written notice shall be given to the COUNTY 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 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 its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. 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.
- g. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.

- i. 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.

VIII. WORKER'S COMPENSATION

If the CONTRACTOR has participants as defined by the State of California, the CONTRACTOR shall maintain 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.

IX. 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 Insureds.

X. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 \$2,000,000 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.

XI. EMPLOYMENT PRACTICES

- a. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- b. 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; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- c. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.
- d. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

XII. 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. COMPANY shall proceed diligently with the

performance of the Agreement pending DPSS's decision.

XIII. Additional Terms

- a. 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.) DPSS shall have the right to unilaterally terminate this Agreement at its sole discretion in the event COMPANY fails to abide by the aforementioned laws and ordinances.
- b. DPSS shall determine and verify Expanded Subsidized Employment program eligibility of each Participant prior to referral for subsidized employment placement to the COMPANY. Upon written notice to the COMPANY, reimbursement of subsidy payments will be discontinued for Participants who become ineligible for Expanded Subsidized Employment program during specified wage period after five (5) days from the date of delivery of written notice to the COMPANY. If the COMPANY retains the Participant as an unsubsidized participant upon discontinuance of the wage subsidy, the COMPANY shall assume and be responsible for all Participant benefits and compensation costs.
- c. 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 County withdrawal of funding.
- d. Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by all parties.
- e. 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.
- f. In addition to DPSS's termination rights contained herein, DPSS 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 COMPANY to comply with the terms or conditions of this Agreement, or COMPANY is not acting in good faith to carry out the terms of this Agreement or COMPANY is in violation of Federal or state labor laws.
- g. COMPANY shall comply with all applicable federal, state and local laws and regulations. COMPANY 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 COMPANY shall comply with the more restrictive law or regulation.
- h. No member, official, employee or consultant of the County of Riverside shall be personally liable to the COMPANY, 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 COMPANY or to its successor, or on any obligations under the terms of this Agreement.
- i. 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.
- j. 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.
- k. COMPANY 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.
- l. 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

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

Authorized Signature for _____	Authorized Signature for County
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title: Administrative Services Manager II
Date Signed:	Date Signed:

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

From:

Remit to Name _____
 Address _____
 City _____ State _____ Zip Code _____
 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 (\$) _____
 _____ # 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

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

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 _____

County of Riverside Department of Public Social Services

SUBSIDIZED EMPLOYMENT EXTENSION REQUEST**Requestor Information:**

Company Name:

Date:

Requestor Name:

Phone Number/Extension:

Extension Description:

Customer Name:

Reason/Justification for Extension:

Extension Length (Not to exceed 90 days):

COUNTY USE SECTION:Extension approved: ☐ YES ☐ NO_____
Print Authorized Representative Name/Title_____
Authorized Representative Signature_____
Date_____
Authorized ESE Program Representative Signature_____
Date

Employee Information		Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Cleared? <input checked="" type="checkbox"/>
BROOKS, MEL	#3334 Single/04	Gross SALARY			1,300.00 1,300.00	SS/Med	98.68 CT State	1.06 401 K 65.00 MED125 10.00 X DED 50.00	Net Pay 1075.26 Check #11000020	<input type="checkbox"/>
PRESSEUR, MARTIN	#3319 Married/05	Gross SALARY			1,400.00 1,400.00	SS/Med	107.10		Net Pay 1292.90 Check #11000021	<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 1360.25 Check #11000022	<input type="checkbox"/>
SMITH, JAMIE	#3328 Married/04	Gross SALARY			900.00 900.00	SS/Med	68.85		Net Pay 831.15 Check #11000023	<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 992.32 Check #11000024	<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 65.00 MED125 10.00 X DED 50.00	5 Pays 5551.88	
10 - Department										
WATSON, JON D	#8474 Married/04	Gross SALARY			100.00 100.00	SS/Med	7.65		Net Pay 92.35 Check #11000025	<input type="checkbox"/>
10 - Department Totals		Gross SALARY			100.00 100.00	SS/Med	7.65		1 Pay 92.35	
2A - BUILDING										
BALANCE, IN LIFE	#3320 Married/02	Gross SALARY			1,200.00 1,200.00	SS/Med	91.80	LOANS 100.00	Net Pay 1008.20 Check #11000026	<input type="checkbox"/>
2A - BUILDING Totals		Gross SALARY			1,200.00 1,200.00	SS/Med	91.80	LOANS 100.00	1 Pay 1008.20	
20 - RECEIVING										
CROWLEY, CYNTHIA	#0006 Single/01	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.80 NY State 71.25 NY DIS	21.42 2.60	Net Pay 1012.93 Check #11000027	<input type="checkbox"/>
20 - RECEIVING Totals		Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.80 NY State 71.25 NY DIS	21.42 2.60	1 Pay 1012.93	
30 - SHIPPING										
PEPSI, CAROLYN	#0003 Single/00	Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	306.00 NY State 652.00 NY DIS	201.10 2.60	TEST -306.00 Net Pay 3144.30 Check #11000028	<input type="checkbox"/>
30 - SHIPPING Totals		Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	306.00 NY State 652.00 NY DIS	201.10 2.60	TEST -306.00 1 Pay 3144.30	



Client: 62V
PC SUPPORT TEST CLIENT ASEC

Payroll Register

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

Employee Information	Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Clear ed? <input checked="" type="checkbox"/>
50 - OFFICE									
KAVANAUGH, FLUFFER	#0010 Married/02	Gross SALARY		3,000.00 3,000.00	SS/Med Fed Wt	229.50 197.71	NY State NY DIS	118.33 2.60	Net Pay Check #11000029 <input type="checkbox"/>
50 - OFFICE Totals		Gross SALARY		3,000.00 3,000.00	SS/Med Fed Wt	229.50 197.71	NY State NY DIS	118.33 2.60	1 Pay 2451.86
CLIENT TOTALS		Gross SALARY		15,800.00 15,800.00	SS/Med Fed Wt	1,207.93 1,060.96	CT State NY State NY DIS	1.94 340.85 7.80	401 K MED125 LOANS X DED TEST 65.00 10.00 100.00 50.00 -306.00
Payroll Statistics		Employees Paid: 10 Active Employees Not Paid: 26 Terminated Employees Paid: 0							



Client: 62V
PC SUPPORT TEST CLIENT ASEC

Payroll Register

Period Covered: 06/01/2008 - 06/30/2008
Check Date: 07/03/2008
Run: 15
Week: 25
Qtr: 3
Page: 2

DPSS Subsidized Employment Program

TIMESHEET

Exhibit 7

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



PROFESSIONAL SERVICE AGREEMENT

for

CalWORKs Expanded Subsidized Employment (ESE) Program (Tier 1)

between

COUNTY OF RIVERSIDE

and

(INSERT COMPANY NAME)

Agreement # _____

This Professional Services Agreement ("Agreement") is made and entered by and between TBD ("COMPANY"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("COUNTY"). Department of Public Social Services ("DPSS") has administrative responsibility for this Agreement. The parties agree as follows:

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

County of Riverside Department of Public Social Services	Contact Person:	Telephone #:
Address:	Email:	Fax #:
Company Name:	F.E.I.N. #	State Employer I.D. #:
Company Address:	Contact Person:	Email:
	Telephone #:	Fax #:
Work Site Address If Different From Above:	Secondary Contact Telephone #:	Secondary Contact Person:

2. WELFARE-to-WORK PARTICIPANT INFORMATION

Participant Name:	Last four digits of Social Security #:	Telephone #:
Beginning Date:	End Date:	Hourly Wage Rate: \$
Job Title:	Hours Per Week:	
Work Schedule:		
Job Description:		

3. CONTACT INFORMATION/NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as below. All notices shall be deemed effective when they are made in writing, addressed as indicated below, 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:

DPSS Address:

Company Address:

4. OBLIGATIONS

I. COMPANY agrees to:

- a. Provide the Participant with an orientation that covers the Company's rules, policies, expectations, safety information and benefits.
- b. Provide the Participant with reasonable and proper supervision and instruction as it pertains to the Participant's duties and work activities.
- c. Assign the Participant to work that is compatible with the Participant's ability to perform the task on a regular basis, and shall take into account the Participant's physical capacity, skills, experience, family responsibilities, and place of residence.
- d. Compensate the Participant for hours worked, in accordance with the COMPANY's policies and practices, and this Agreement.
- e. Provide the Participant with 20+ hours of work per week.
- f. Notify DPSS of any performance issues that may jeopardize Participant's employment.
- g. Pay the COMPANY's required 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 COMPANY requires regular employees in this position to provide their own tools, the COMPANY will provide DPSS 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 Participant.
- i. Retain the Participant as a fully unsubsidized employee once the Subsidized Employment Period ends provided Participant's performance is satisfactory.
- j. Maintain ongoing communication and feedback with the Participant on the progress of the position hired for.
- k. Maintain appropriate standards for health and safety in work situations.
- l. Provide access to DPSS to visit, monitor, or observe the subsidized employment site and interview Participant and supervisor(s) with due notice.

- m. Maintain adequate time and attendance, payroll, and other records of Participant.
- n. Provide DPSS with monthly wage subsidy reimbursement billing using the DPSS 2076A attached as Attachment A.

5. GENERAL TERMS AND CONDITIONS

I. AGREEMENT PURPOSE

The purpose of this Agreement is to establish the general terms and conditions under which DPSS 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 COMPANY 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).

It is agreed that COMPANY is an independent contractor. No relationship of employer-employee exists between the parties. COMPANY and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for COMPANY employees from the compensation payable to COMPANY under this Agreement. COMPANY agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. COMPANY agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

II. REIMBURSEMENT PLAN

- a. Reimbursement of the Participant's hourly rate shall only be for actual hours worked, COMPANY paid sick leave, and overtime. No payments will be paid for commissions, piecework, vacation, holiday, or any other employee benefits. COMPANY shall pay prevailing 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. _____% of the Participant's hourly wage for _____ months whether it be weekly or bi-weekly pay periods unless otherwise agreed upon in writing by DPSS and COMPANY.
 - 2. Additional pay periods after the initial Subsidized Employment Period expires may be reimbursed up to an additional six months at 25% of the Participant's wages by submitting an approved and signed DPSS 4656 and the satisfaction of one of the following conditions:
 - a. The Participant is obtaining specific skills and experiences relevant for unsubsidized employment for a particular field; or
 - b. The Participant will be obtaining unsubsidized employment with the COMPANY.
 - 3. After term of this Agreement, the COMPANY will be solely responsible for the Participant's wages if an extension is not requested and approved.
- c. Method, Time and Schedule (conditions of payment)
 - 1. If the required supporting documentation is not provided, payment may be delayed until the information is received by DPSS.
 - 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 COMPANY will be reimbursed at the end of each two (2), (bi-weekly) pay periods or four (4) weeks of employment, not to exceed maximum reimbursement amount for training set forth in Section 5. II. B., above, which is to be provided by the COMPANY to Participant.
- b. COMPANY 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 Participant's employment ends.
- c. COMPANY shall preserve all of Participant's payroll records, fringe benefits and personnel records for a period of at least seven (7) years from the date the Participant's employment ends.
- d. Payment will not be made for work performed before or after the Subsidized Employment Period.

IV. COMPANY ASSURANCES

- a. COMPANY certifies that the company is financially solvent on the date of this Agreement, and the COMPANY's best projection is that they will remain financially able to meet Agreement obligations at the end of the training period, including Participant's retention.
- b. COMPANY agrees that applicable federal, state, and local wage and labor standards will be adhered to and to pay the Participant at the same rates, including increases, and benefits as participants 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. COMPANY verifies that wages are paid to the subsidized Participant at the going rate that COMPANY typically pays workers who perform that job. (Note, Participant 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 participant) 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. COMPANY 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. COMPANY assures that they have not been debarred or suspended in regard to federal funding pursuant to 2 CFR Part 180.
- h. COMPANY 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. COMPANY certifies that no member of the Participant's immediate family is engaged in an administrative capacity for the COMPANY, or will directly supervise the Participant. 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 Participant's spouse (see 20 CFR 667.200(g)).

- j. COMPANY assures that the Participant(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or is to be used for religious instruction or as a place for religious worship pursuant to 29 CFR 37.6(f).
- k. COMPANY ensures that placement of Participant does not result in the termination or displacement of current employees or the reduction of current employee's working hours.
- l. COMPANY assures that the Participant 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 participants pursuant to 20 CFR 667.270.
- m. COMPANY certifies that this is not a temporary or seasonal job and that wages are not based on commission or piecework.

V. CONFIDENTIALITY

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

COMPANY shall ensure that Participant 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.

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

COMPANY 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. COMPANY 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

COMPANY agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts, including their officers, participants and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of COMPANY (including its officers, participants, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. COMPANY shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. COMPANY 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 claim or action so long as that does not compromise COMPANY's indemnification obligation.

COMPANY's obligation hereunder shall be satisfied when COMPANY has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe COMPANY's obligations to indemnify and hold COUNTY harmless.

VII. 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, participants, elected or appointed officials, agents, or representatives as Additional Insureds.
- b. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- c. 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 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 to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- d. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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) calendar days written notice shall be given to the COUNTY 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 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 its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. 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.

- g. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- i. 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.

VIII. WORKER'S COMPENSATION

If the CONTRACTOR has participants as defined by the State of California, the CONTRACTOR shall maintain 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.

IX. 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 Insureds.

X. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 \$2,000,000 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.

XI. EMPLOYMENT PRACTICES

- a. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- b. 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; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- c. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.

- d. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

XII. 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. COMPANY shall proceed diligently with the performance of the Agreement pending DPSS's decision.

XIII. Additional Terms

- a. 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.) DPSS shall have the right to unilaterally terminate this Agreement at its sole discretion in the event COMPANY fails to abide by the aforementioned laws and ordinances.
- b. DPSS shall determine and verify Expanded Subsidized Employment program eligibility of each Participant prior to referral for subsidized employment placement to the COMPANY. Upon written notice to the COMPANY, reimbursement of subsidy payments will be discontinued for Participants who become ineligible for Expanded Subsidized Employment program during specified wage period after five (5) days from the date of delivery of written notice to the COMPANY. If the COMPANY retains the Participant as an unsubsidized participant upon discontinuance of the wage subsidy, the COMPANY shall assume and be responsible for all Participant benefits and compensation costs.
- c. 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 County withdrawal of funding.
- d. Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by all parties.
- e. 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.
- f. In addition to DPSS's termination rights contained herein, DPSS 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 COMPANY to comply with the terms or conditions of this Agreement, or COMPANY is not acting in good faith to carry out the terms of this Agreement or COMPANY is in violation of Federal or state labor laws.
- g. COMPANY shall comply with all applicable federal, state and local laws and regulations. COMPANY 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 COMPANY shall comply with the more restrictive law or regulation.
- h. No member, official, employee or consultant of the County of Riverside shall be personally liable to the COMPANY, 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 COMPANY or to its successor, or on any obligations under the terms of this Agreement.
- i. 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.
- j. 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.

- k. COMPANY 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.
- l. 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

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

Authorized Signature for _____	Authorized Signature for County
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title: Administrative Services Manager II
Date Signed:	Date Signed:

Attachment A

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

From:

Remit to Name

Address

City

State

Zip Code

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 (\$) _____
_____ (# 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

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

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

County of Riverside Department of Public Social Services

SUBSIDIZED EMPLOYMENT EXTENSION REQUEST

Requestor Information:	
Company Name:	Date:
Requestor Name:	Phone Number/Extension:

Extension Description:
Customer Name:
Reason/Justification for Extension:
Extension Length (Not to exceed 90 days):

COUNTY USE SECTION:

Extension approved: ☐ YES ☐ NO

Print Authorized Representative Name/Title

Authorized Representative Signature

Date _____

Authorized ESE Program Representative Signature

Date _____

Employee Information	Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Number	<input checked="" type="checkbox"/>
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	65.00 10.00 50.00	Net Pay Check #11000020	1075.26 <input type="checkbox"/>
PRESEUR, 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			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	65.00 10.00 50.00	5 Pays Check	5551.88 <input type="checkbox"/>
10 - Department										
WATSON, JON D #8474 Married/04	Gross SALARY			100.00 100.00	SS/Med 7.65				Net Pay Check #11000025	92.35 <input type="checkbox"/>
10 - Department Totals	Gross SALARY			100.00 100.00	SS/Med 7.65				1 Pay Check	92.35 <input type="checkbox"/>
2A - BUILDING										
BALANCE, JNLIFE #3320 Married/02	Gross SALARY			1,200.00 1,200.00	SS/Med 91.80		LOANS	100.00	Net Pay Check #11000026	1008.20 <input type="checkbox"/>
2A - BUILDING Totals	Gross SALARY			1,200.00 1,200.00	SS/Med 91.80		LOANS	100.00	1 Pay Check	1008.20 <input type="checkbox"/>
20 - RECEIVING										
CROWLEY, CYNTHIA #0006 Single/01	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.80 NY State 71.25 NY DIS	21.42 2.60		Net Pay Check #11000027	1012.93 <input type="checkbox"/>
20 - RECEIVING Totals	Gross SALARY			1,200.00 1,200.00	SS/Med Fed Wt	91.80 NY State 71.25 NY DIS	21.42 2.60		1 Pay Check	1012.93 <input type="checkbox"/>
30 - SHIPPING										
PEPSI, CAROLYN #0003 Single/00	Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	306.00 NY State 652.00 NY DIS	201.10 2.60	TEST -306.00	Net Pay Check #11000028	3144.30 <input type="checkbox"/>
30 - SHIPPING Totals	Gross SALARY			4,000.00 4,000.00	SS/Med Fed Wt	306.00 NY State 652.00 NY DIS	201.10 2.60	TEST -306.00	1 Pay Check	3144.30 <input type="checkbox"/>



Client: 62V
PC SUPPORT TEST CLIENT ASEC

Payroll Register

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

Employee Information	Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Cleared?
50 - OFFICE									
KAVANAUGH, FLUFFER #0010 Married/02	Gross SALARY			3,000.00 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 <input type="checkbox"/>
50 - OFFICE Totals	Gross SALARY			3,000.00 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 15,800.00	SS/Med Fed Wt	1,207.93 CT State 1,066.96 NY State NY DIS	1.94 340.85 7.80 401 K MED125 LOANS X DED TEST	65.00 10.00 100.00 50.00 -306.00	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

Payroll Register

Period Covered: 06/01/2008 - 06/30/2008 Run: 15
Check Date: 07/03/2008 Week: 25
Qtr: 3
Page: 2

Attachment D

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DPSS Subsidized Employment Program

TIMESHEET

Exhibit 1

Company Name:			Assigned Supervisor:		
Company Address:			Supervisor's Phone No:		
Employer Identification Number (EIN):			Pay Period Covered:	Begin Date:	
Primary Co Contact:	Name:			End Date:	
	Phone:				
	Email:				

EMPLOYEES IN DPSS PROGRAM									
Name of Employee (a)			SSN #	Position	Hourly Pay Rate	# of Worked Hours	Employee Payment (to be paid)		
Last Name	First Name	Middle Initial							(to
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 \$0.00		Total Hours	0	Total Amount Paid	\$0.00

EMPLOYER'S CERTIFICATION	
Employee 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 hereon is accurate and correct, to the best of my knowledge, and all supporting documents are available for review in 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) 355-3809.