

AGREEMENT NO. SE 22-6
(Agreement to Participate in Welfare to Work – Subsidized Employment Program)

This Agreement (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”) by and between the County of Yolo, a political subdivision of the State of California (“County”), and Empower Yolo, Inc. (“Worksite”), collectively referred as “the Parties,” who agree as follows:

WHEREAS, County has received grant funds from the Department of Health and Human Services Agency, Administration for Children and Families, Temporary Assistance for Needy Families, TANF, Catalog of Federal Domestic Assistance (CFDA) Number: 93.558 Social Security Act, Title IV, Part A, 42 U.S.C 601 et seq, administered by the State of California, to assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families; and

WHEREAS, County desires to retain a person or business to provide subsidized employment; and

WHEREAS, Worksite warrants that it is qualified and competent to provide subsidized employment.

NOW, THEREFORE, the Parties agree to the following:

1. SCOPE OF SERVICES:

Worksite agrees to provide all of the services, subject to the terms and conditions, set forth in this Agreement and in the following exhibits and attachments attached to and incorporated into this Agreement by this reference:

Exhibit A:	Subsidized Employment Training/Employment Plan
Exhibit B:	Claims and Reimbursement
Exhibit C:	Subsidized Employment Statement of Understanding
Exhibit D:	Subsidized Employment Evaluation
Exhibit E:	Participant Sexual Harassment Complaint Procedure
Exhibit F:	Definition of Terms
Exhibit G:	Instructions on How to Submit a Claim
Exhibit H:	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit I:	Special Terms and Conditions for Federal Funds

In the event of any conflict between any of the provisions of this Agreement (including exhibits), the provision that requires the highest level of performance from Worksite for the County’s benefit shall prevail.

2. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the reimbursement rate set forth in **Exhibit B**. The fees shall remain in effect for the entire term of the Agreement. Worksite shall provide County with its Federal Tax I.D. number prior to submitting the first invoice.

3. MAXIMUM COST TO THE COUNTY:

In no event will the cost to County for the services provided under this Agreement exceed the maximum amount of **\$16,500**, including gross wages, overhead and administration costs, which

include direct non-salary expenses and Workers' Compensation costs. Of that maximum amount payable, overhead and administration costs may not exceed **\$1,500**. The amount of this Agreement may be reviewed and increased with the written consent of County if placements warrant it.

Fiscal Year 2021-22 Effective Date through June 30, 2022	Total
\$16,500	\$16,500

4. TERM OF AGREEMENT:

A. This Agreement shall commence on the Effective Date and shall terminate on **June 30, 2022**. Certificate(s) of Insurance must be current as of the Effective Date and, if scheduled to lapse prior to termination date, must be updated before final payment will be made to Worksite. The final invoice must be submitted within 30 days of completion of the stated scope of services or expiration of this Agreement, whichever is sooner.

B. At the County's option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice issued by the Yolo County Health and Human Services Agency Director, and/or her/his designee to the Worksite.

C. If the Agreement is extended pursuant to Section 4(B) above, the maximum payment obligation to Worksite during the extension period shall not exceed \$16,500 per additional extension year, for a maximum payment obligation of \$49,500, as outlined below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Maximum Payment Obligation Per OY/FY
OY/FY 2022-23	On or before June 30, 2023	Less than or equal to \$16,500	Less than or equal to \$33,000
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$16,500	Less than or equal to \$49,500

5. PROVISION OF WORK ACTIVITY, EQUIPMENT AND MATERIALS

A. County will pay a wage subsidy to Worksite for providing a subsidized employment participant ("Trainee") with a subsidized paid opportunity to work. Worksite shall act as the employer of record for Trainee. Worksite must treat Trainee as a regular hire and treat him/her consistently with other employees.

B. Worksite shall provide each Trainee with the training set forth in the individually developed training/employment plan, and with the assistance to successfully acquire the skills and knowledge to function as a satisfactory employee.

C. During training, Worksite shall provide each Trainee:

- i.** Orientation to Worksite (conditions of work, employer expectations, rules, written grievance procedures, etc.), including but not limited to those items set forth in the Statement of Understanding developed for each Trainee;

- ii. Reasonable and proper supervision and instruction regarding duties and work activity;
- iii. Safety instructions and equipment necessary for protection against injury and damage, in accordance with California Occupational Safety and Health Act of 1993 (Cal/OSHA) and child labor law guidelines;
- iv. The same working conditions as current Worksite employees, such as rest and lunch periods; and
- v. A safe and sanitary work environment.

D. Worksite agrees to:

- i. Report Trainee's attendance and other information as may be requested by County in a timely manner on forms provided by County. Worksite understands that Trainee may not participate in the work activity more than the number of hours per week authorized by County. Hours worked will in no instance exceed 40 hours per week;
- ii. Be available to confer with County on issues of mutual concern;
- iii. Have Trainee perform duties at the training level;
- iv. Provide each Trainee with sufficient meaningful work to occupy all of the time Trainee is assigned to Worksite;
- v. Immediately report to County any injury a Trainee sustains while under the supervision of Worksite;
- vi. Comply with all applicable labor laws;
- vii. Be responsible for ensuring any Trainee employed by the Worksite completes any required employment form or other documentation as would be a normal and customary part of the employment process, in addition to all required forms and documentation required by County;
- viii. Ensure that Trainee has not been an active employee of the Worksite in the 30 days prior to the effective date of this Agreement. By signing this Agreement, Worksite further certifies that no employee employed by Worksite was subject to lay-off or otherwise terminated for the express purpose of being re-employed under this Agreement. This program may only add to Worksite's workforce, not subsidize Worksite's current workforce; and
- ix. Ensure Trainee is not involved in political, religious, lobbying or union activities while under supervision of Worksite.

E. County agrees to:

- i. Provide orientation to Worksite staff as to policies and procedures for Subsidized Employment program;
- ii. Provide Worksite with a Subsidized Training/Employment Plan for each Trainee;
- iii. Provide Worksite with emergency medical release forms signed by Trainee(s), parent, or legal guardian prior to any work assigned to or performed by Trainee(s); and
- iv. Monitor each Trainee periodically for job readiness and, when appropriate, transition a Trainee to employment or other job training and development that best

meets the needs of that Trainee and is consistent with the Subsidized Employment program.

6. MONTHLY EVALUATIONS

Worksite shall submit to County no later than the 15th day of each month, a report evaluating each Trainee's progress during and through the preceding month, in the form attached as "Exhibit D" or on such other form as may be developed by the County.

7. WORKSITE DISCRETION

Worksite shall have the right to refuse to accept any Trainee for lawful reasons and the right to discontinue job training and development to any Trainee for good cause. Good cause includes, but is not limited to, failure by the Trainee to comply with the Worksite's employment rules and regulations; insubordination; and frequent absenteeism or tardiness. Worksite agrees that prior to terminating any Trainee, if requested by County, it shall submit the matter to an informal resolution process with County.

8. AVAILABILITY OF RECORDS

County through any authorized representative shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers and records of Worksite that, in the opinion of the County, are related to the Worksite's provision of services to the Trainee pursuant to this Agreement. All such records must be kept and maintained for a period of not less than five (5) years after completion of the Agreement or until an audit is completed by the State of California or the United States Department of Labor or any other duly authorized Federal agency or department, and all questions arising there from are finally resolved, whichever is later. Final resolution means that all litigation related to this Agreement is completed.

9. MONITORING

County has the right to observe and monitor all conditions and activities involved in the performance of this Agreement. Worksite also understands and agrees that County staff has the right to make unannounced monitoring visits to Worksite's facility to observe and monitor all conditions and activities involved in the performance of this Agreement.

10. NEPOTISM

No relative by blood, adoption or marriage of any executive or employee of the Worksite or County will receive more favorable treatment when considered for work experience/community service training by Worksite.

11. TERMINATION

A. Either party may terminate this Agreement for any reason by providing 10 days' prior written notice of termination to the other party.

B. The County may immediately terminate this Agreement if:

- i.** By any cause, Worksite fails to fulfill in a timely and proper manner its obligations under this Agreement;
- ii.** The conditions in Section 16(e) or 16(g) below are met;

- iii. The Worksite violates any provision of this Agreement;
- iv. The Subsidized Employment Program under which this Agreement is made is terminated; or
- v. Worksite is unable or unwilling to comply with such additional conditions as may be applied by the State of California and the United States Department of Labor to the grant under which this Agreement is made.

C. The County may immediately terminate a Subsidized Employment plan if, through any eligibility review or verification process required by the applicable regulations, a Trainee is found to be ineligible for participation for any reason.

D. The termination of this Agreement shall not relieve Worksite of liability to County for any damages sustained by the County by virtue of any breach of this Agreement by Worksite, and County may offset any such damages against any reimbursement or payments otherwise due Worksite pursuant to this Agreement or any other agreement(s) or obligations. County may also take any corrective action as otherwise provided by State or Federal laws and regulations.

12. INDEPENDENT WORKSITE STATUS

A. It is specifically agreed that in the making and execution of this Agreement, Worksite and any agents and employees of Worksite are independent contractors and are not and shall not be construed to be agents or employees of the County and that Worksite shall have no authority, expressed or implied, to act on behalf of County or to bind County to any obligation whatsoever.

B. As an independent contractor, Worksite is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Worksite to change Worksite's manner of doing business, but may require redirection of efforts to fulfill this Agreement.

C. Worksite may provide services to others during the same period Worksite provides service to County under this Agreement.

D. Any third persons employed by Worksite shall be under Worksite's exclusive direction, supervision and control. Worksite shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

13. ASSIGNMENT; SUBCONTRACTING

No performance of this Agreement or any portion thereof may be assigned or subcontracted by Worksite without the express written consent of County, and any attempt by Worksite to assign or subcontract any performance of this Agreement without consent shall be null and void and shall constitute a breach of this Agreement.

14. NON-DISCRIMINATION IN SERVICES AND BENEFITS

A. Worksite agrees that it will provide services under this Agreement without discrimination based on medical condition, genetic information, marital status, gender, gender identity, gender expression, color, race, creed, national origin, religion, sex, age, sexual orientation, physical or mental disability or military and veteran status in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer, and that it will not deny a trainee any service or

benefit, or subject a trainee to segregation or treatment separate or different in any way from that provided to other participants under this Agreement based on medical condition, genetic information, marital status, gender, gender identity, gender expression, color, race, creed, national origin, religion, sex, age, sexual orientation, physical or mental disability or military and veteran status.

B. Worksite acknowledges that it has received, read and understood the County's Participant Sexual Harassment Complaint Procedure and further agrees to participate in those procedures should any complaints be presented as set forth in **Exhibit E**.

15. INDEMNIFICATION; INSURANCE

A. Worksite shall defend, indemnify and hold the County harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from Worksite's operations or the performance of this Agreement, with the exception of, and in proportion to, matters that are based upon the negligent or intentional acts or omissions of the County, its officers, agents, employees or volunteers. The County shall defend, indemnify and hold Worksite harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, in proportion to, and to the extent that they are based upon, the negligent or intentional acts or omissions of the County, its officers, agents, employees or volunteers; provided, however, that the County's obligations hereunder shall not extend to or include any claims or other matters based in whole or in part upon any act or omission of the County, its officers, agents, employees or volunteers in selecting, supervising or retaining Worksite.

B. During the term of this Agreement, Worksite shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a) Commercial General Liability – \$1,000,000/occurrence and \$2,000,000/aggregate

b) Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c) Professional Liability/Malpractice/Errors and Omissions – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d) Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits

shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a) The Additional Insured coverage under Worksite's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b) The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Worksite changes insurance carriers Worksite shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Worksite changes to a new carrier prior to receipt of any payments due.

4. Worksite shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Director (10 days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Worksite, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Worksite's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Worksite's liability insurance policy.

10. Worksite shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

C. Prior to commencing services pursuant to this Agreement, Worksite shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Worksite shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

D. During the term of this Agreement, Worksite shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Worksite shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

E. Worksite shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration of this Agreement. In the event Worksite fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Worksite.

F. County shall provide accident insurance coverage to cover Trainee's medical costs arising from an accident occurring at the Worksite. Coverage will be limited to the terms of that policy.

16. COMPLIANCE WITH APPLICABLE LAWS

Worksite shall comply with all applicable laws, decisions, statutes, regulations, ordinances, policies and procedures of the United States, the State of California, and local governments.

17. NOTICES

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Worksite at their respective addresses as follows:

Worksite:

Attn: Lynnette Irlmeier, Executive Director
Empower Yolo, Inc.
175 Walnut Street
Woodland, CA 95695

County:

Attn: Contracts Unit
Health and Human Services Agency, SC
137 North Cottonwood St
Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Worksite: lynnette@empoweryolo.org

County: HHSAContracts@YoloCounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

18. SUCCESSORS

This Agreement shall inure to the benefit and bind successors of each of the Parties.

19. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Worksite affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Worksite and to bind Worksite to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Worksite and Worksite understand that the County is relying on this representation in entering into this Agreement.

20. FRAUD AND ABUSE

Worksite shall establish management procedures which ensure that County is notified within 24 hours of any suspected or proven fraud, abuse, or criminal acts involving training funds or training funded activities.

21. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

22. ALTERATION TO AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by the Parties hereto.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between County and Worksite and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

Signatures on following page

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EXHIBIT A
SUBSIDIZED EMPLOYMENT TRAINING/EMPLOYMENT PLAN

Reference Agreement No.: _____ **Date of Plan:** _____

SPECIFIC PROVISION

1. Trainee Name: _____
2. Name of Worksite: _____
3. Address of Worksite: _____
4. Telephone Number of Worksite: _____
5. Training Position/Job Title: _____
6. Period of Training: Beginning: _____ Ending: _____
7. Days Per Week: _____ Hours Per Day: _____ Maximum Number of Hours: _____

ELEMENTS OF TRAINING/EMPLOYMENT

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

WORKSITE agrees to teach basic work habits and the elements of employment listed above. It is understood that all work performed is part of the Subsidized Employment employee's ongoing training.

WORKSITE:

Signature of Supervisor: _____

Signature of Alternate Supervisor: _____

Name of Supervisor: _____

Name of Alternate Supervisor: _____

HEALTH AND HUMAN SERVICES AGENCY:

Signature of Employment Specialist: _____

Name of Employment Specialist: _____

Signature of HHSA Manager/Supervisor: _____

Name of HHSA Manager/Supervisor: _____

EXHIBIT B
CLAIMS AND REIMBURSEMENT

A. Salary Match

1. The worksite must provide a match of participant salaries, as negotiated with HHSA staff;
2. Worksite shall, during the term of this Agreement, be reimbursed up to 100 percent of the Subsidized Employee(s) Trainee Wages, after satisfactorily completing the responsibilities as prescribed in this Agreement and submitting all required documentation including the timely submission of a complete, correct, and approved invoice documenting the requested Reimbursement.

Worksite shall, during the term of this agreement, be responsible for contributing a minimum of zero percent towards the Subsidized Employee(s) Trainee Wages. Documentation is required and must be submitted timely and accurately, as prescribed in this Agreement, for wage reimbursement to be processed.

3. Ineligible sources of match include but are not limited to:
 - a. Federal funding
 - b. Funding used as a match to any federal funding
 - a. Other Employee wages
 - b. Employment related taxes, including Payroll Taxes
 - c. Fringe Benefits
4. Worksite shall comply with the terms and conditions set forth in the Contract Administration Manual for Community Based Organizations (CBO) and Accounting Handbook for CBO which can be found at <https://www.yolocounty.org/home/showpublisheddocument?id=3247>. Costs must be supported with the appropriate documentation and in accordance with Accounting Handbook for Community-Based Organizations, Section D, Allowable Costs, and Section E, Indirect Costs. Please refer to the Accounting Handbook for CBO, Section D, Allowable Costs, and Section E, Indirect Costs, for further claiming detail.
5. County reserves the right to cap the Wages; Worksite will be notified in writing of the maximum amount of the cap.
6. County is not liable for the payment of any taxes resulting from this Agreement however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operation.

B. CLAIMS

1. For each Subsidized Employee Trainee working for Worksite under this Agreement, Worksite shall submit a monthly claim for reimbursement by the 10th of each month, for the prior month's subsidized employment, by submitting an itemized invoice, using a claim form as specified by the County. Worksite may request a current claim form by emailing

HHS.AccountsPayable@yolocounty.org. On the date the May invoice is due, Worksite must also submit an estimated June invoice. An invoice for the actual June expenditures shall be due to the County no later than July 10. The bill will include all expenditures for which warrants have been issued prior to July 1. This billing approved and paid shall constitute full and complete compensation to Worksite for the current fiscal year. Any remaining amount in the current fiscal year shall not roll over to the next fiscal year. Worksite shall also submit a final statement of all services rendered to the County for each fiscal year by July 10.

2. Worksite shall submit with each invoice payroll records providing verification of employment hours, wages, employer-paid payroll taxes, and other payroll costs paid during the billing period. Payroll records shall include copies of payroll summaries including date, name, hours, net amount, taxes withheld, total deductions, total pay, employer taxes, total cost, check number, and copies of weekly time records for each employee working for Worksite under this Agreement. County will not honor invoices without payroll verification.
3. Worksite is responsible for maintaining back up documentation containing line item expenses(s) for:
 - i. supervisory costs claimed for each employee who provided supervision to the Subsidized Employee Trainee(s).
 - ii. for employee training costs claimed, documentation evidencing the expenditure(s).
4. County reserves the right to require Worksite to submit, subsequent to invoice submission, copies of supporting or supplemental documentation related to any and all expenses identified on the invoice.
5. County shall render payment to Worksite, as stated above, within 30 days of receipt of a complete, correct, and approved invoice with supporting records.
6. County reserves the right to disallow any claim filed more than 25 days following the month Subsidized Employee Trainee costs are incurred. County additionally reserves the right to disallow any claim filed for the month of June if such claim is not filed on or before July 10 as prescribed above in section B(1) of this Exhibit.
7. Should County, or the state or federal government, disallow any amount claimed by Worksite, Worksite shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

EXHIBIT C
SUBSIDIZED EMPLOYMENT STATEMENT OF UNDERSTANDING

The purpose of this Agreement is to provide an understanding and clarification of the Subsidized Employment Program and the responsibilities of Yolo County Health and Human Services Agency and (Worksite).

The Subsidized Employment period is from through whereby the worksite supervisor will train _____ (Employee) as a (n) _____ (Job Title).

The following company policies and procedures have been discussed:

	Yes	No
1. Employment job description/duties	<input type="checkbox"/>	<input type="checkbox"/>
2. Work day (time in/out)	<input type="checkbox"/>	<input type="checkbox"/>
3. Time card policy	<input type="checkbox"/>	<input type="checkbox"/>
4. Break periods (when, where, length)	<input type="checkbox"/>	<input type="checkbox"/>
5. Lunch periods (when, where, length)	<input type="checkbox"/>	<input type="checkbox"/>
6. Absence and tardiness policy	<input type="checkbox"/>	<input type="checkbox"/>
7. Name of immediate supervisor	<input type="checkbox"/>	<input type="checkbox"/>
8. Worker's Compensation	<input type="checkbox"/>	<input type="checkbox"/>
9. Safety regulations	<input type="checkbox"/>	<input type="checkbox"/>
10. Equipment, tools, supplies	<input type="checkbox"/>	<input type="checkbox"/>
11. Dress code	<input type="checkbox"/>	<input type="checkbox"/>
12. Evaluation procedures	<input type="checkbox"/>	<input type="checkbox"/>
13. Warning notices, terminations	<input type="checkbox"/>	<input type="checkbox"/>
14. Grievance procedures	<input type="checkbox"/>	<input type="checkbox"/>

 Subsidized Employment Participant

 Date

 Worksite Supervisor

 Date

 HHSA Staff

 Date

**EXHIBIT D
SUBSIDIZED EMPLOYMENT EVALUATION**

Employee: _____
 Position: _____
 Worksite: _____

Area of Effectiveness	Above Average	Average	Needs Improvement
Quality of Work			
Work Attitude			
Task Completion			
Following Directions			
Accepting Responsibility			
Judgment/problem solving			
Progress in training/employment			
Cooperation/getting along with others			
Appearance			
Attendance			
Learning & Retention Ability			

Do you feel that this trainee can continue to benefit from being on this worksite?

Additional Comments:

Supervisor Signature

Date

Subsidized Employment Employee Signature

Date

EXHIBIT E PARTICIPANT SEXUAL HARASSMENT COMPLAINT PROCEDURE

Background Information: This procedure is a guide for the staff of the Yolo County Health and Human Services Agency (HHSA) to follow when a program participant reports a sexual harassment complaint against a person at the assigned work/training site.

Sexual Harassment Definition: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: 1) Submission to such conduct is made either explicitly or implicitly a term of or condition of an individual's employment, 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, affecting such individual, or 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

Participant Report: When a participant report verbally or in writing to a HHSA case manager or a case manager suspects a participant has been or is being harassed, whether physical or verbal, by a person at an assigned work/training site the case manager will pull the participant from the site until a resolution is determined and notify the division supervisors and managers.

Good sound judgment should be used in each instance to insure the safety and confidentiality of the individuals involved.

Note: If the sexual harassment allegation is made against a HHSA employee, the allegation must be reported to the Employment and Transitional Services (ETS) Division Manager or an ETS Program Supervisor.

The HHSA supervisor will identify all participants reporting to the site supervisor/trainer in question and notify the appropriate case managers to remove those participants from the site until a resolution is reached.

Note: New placements with the site supervisor/trainer in question should not be considered until a resolution is reached.

Participant Interview: The HHSA supervisor will interview the participant no later than 14 days from the date of the complaint and discuss the nature of the allegation(s) with the participant, making sure to ask where the alleged harassment took place, the site person involved, and the type and nature of the harassment.

The HHSA supervisor will interview the other participant(s) reporting to the site supervisor/trainer in question to determine if they experienced harassment, whether physical or verbal, or witnessed harassment, whether physical or verbal, of other participants or employees.

Site Interview: The HHSA supervisor will contact the supervisor responsible for the site supervisor/trainer in question to discuss the allegation(s), determine if the site has a Sexual Harassment Policy, if that policy will be implemented in this instance, and request notification regarding the outcome of the site's investigation.

If the supervisor responsible for the site supervisor/trainer in question requests a meeting with the participant, then the HHSA supervisor will arrange a meeting, be present during the meeting, and document the meeting and any action taken to resolve the allegation(s)

Resolution: Non-valid and valid allegation(s)

1. **Non-valid allegation(s):** If it is determined that the allegations are not valid, the HHSA supervisor will notify the HHSA case manager(s) that the participant(s) can return to the work/training site. If the participant that filed, the original complaint does not choose to return to the site the HHSA case manager will work with the participant to develop a new work/training site.
2. **Valid allegation(s):** If it is determined that the allegations are valid the HHSA supervisor must have written communication from the site stating that the issue has been resolved prior to returning any current or future participants to the work/training site and verify that the site supervisor/trainer in question will not oversee any participant(s). If the site fails to provide a written resolution, then the HHSA Division Manager will provide a written notification stating that neither current participants nor future participants will be placed at the work/training site. If the participant(s) choose not to return to the site, the HHSA case manager(s) will work with the participant(s) to develop a new work/training site.

EXHIBIT F
DEFINITION OF TERMS

- A. CalWORKs – California Work Opportunity and Responsibility to Kids. This program replaced Aid For Dependent Children (“AFDC”) in 1997 as part of California’s response to federal welfare reform, to bring California’s welfare system into compliance with the provisions of the federal welfare reform legislation known as the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, which was signed into law on August 22, 1996.
- B. Employee(s) – A person that is eligible and currently participating in the CalWORKs program, or a person qualifying under the Needy Families definition, and is referred by County, or is self-referred, to Worksite, subsequently employed by Worksite and for whom Worksite will submit a claim, or claims, for reimbursement under this Subsidized Employment agreement.
- C. Employer of Record – The Worksite who employs Employee(s) and is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with employee(s).
- D. Employer-Paid Payroll Taxes – Payroll related taxes that are the obligation of the Worksite and are not deducted from the Employee(s)’s compensation. These include employer paid Federal Insurance Contribution Act (FICA) taxes (such as Social Security and Medicare), and Unemployment Insurance. The determination of whether any other particular payment of money qualifies as Employer-Paid Payroll Taxes shall be made by County in its sole discretion.
- E. Fringe Benefits – The Worksite’s monetary contributions for health insurance, vision insurance, and/or dental insurance for Employee(s), as well as any other nonwage payment or benefits provided to Employee(s) not qualifying as Other Payroll Costs. Fringe Benefits are not reimbursable to the Employer.
- F. Needy Families – Those families not receiving aid under CalWORKs in which a minor child is living with a parent or adult relative caregiver and the family’s income is less than 200 percent of the official federal poverty level (FPL) guidelines applicable to the family size.
- G. Other Payroll Costs – The Worksite’s monetary contributions for workers’ compensation insurance premiums. The determination of whether any other nonwage payment or benefit provided to or on behalf of the Employee(s) qualifies as an Other Payroll Cost shall be made by County in its sole discretion.
- H. TANF – Temporary Assistance for Needy Families.
- I. Unsubsidized Employment or Unsubsidized Employee(s) – The Employer of Record is not reimbursed for any portion of the Employee(s)’s Wages. This includes Employee(s) as defined in section B above for whom reimbursement is not provided as well as any and all other Worksite’s employees.
- J. Wages – The gross amount of money received by Employee(s) for labor performed by Employee(s), whether the amount is fixed or ascertained by the standard of time, piece, commission basis, or other method of calculation. Wages shall not include any Employer Paid Payroll Taxes, Fringe Benefits for Employee(s), or Other Payroll Costs. The determination of whether any particular payment of money to Employee(s) qualifies as Wages shall be made by County in its sole discretion.

EXHIBIT G INSTRUCTIONS ON HOW TO SUBMIT A CLAIM

Step 1: Completing Claim Form

CLAIM
Department of Employment and Social Services, County of Yolo

NAME OF FUND			CFDA NO. 93.508			WARRANT NUMBER			CLAIM NUMBER		
FEED	BUDGET UNIT	COST CENTER	ACCOUNT	PROGRAM	CLAIM AMOUNT				ISSUANCE AMOUNT		
111	5511	AB95			\$						
Contract #		Payment AGR #		Encumbrance #		Claim Month					
NAME AND ADDRESS OF VENDOR Please check if this is an address change						C0160111 Funding Agency: CO160111 Fiscal Year: 2015					
Vendor #						Joan Paniel, Director DEPARTMENT HEAD					
EMPLOYER IDENTIFICATION						BY: _____ (DATE) _____					
I hereby certify that the articles or services described by the invoice attached have been delivered or performed and that no prior claim has been presented for said articles or service.											
SIGNATURE OF CLAIMANT											

Funding: Temporary Aid to Needy Family (TANF) - Subsidized Employment			Program: Subsidized Employment Program			
Item	Budget	Payment Fiscal yr of (Claim Month)	Balance (Budget less Payment)	Invoiced as of Last Claim Month	Current Month Invoice	Current Month Payment
A) Salaries & Wages	\$15,000.00					
B) Overhead & Admin Costs	\$1,500.00					
Total	\$16,500.00	\$0.00	\$16,500.00	\$0.00	\$0.00	\$0.00

Comments:

Submit original claim (including supporting documents) to the following address:
Department of Employment and Social Services
25 North Cottonwood Street, Woodland, CA 95695
Attention: Accounts Payable/Claims Unit

1. Enter the Gross Wages that you are claiming in row A under the Current Month Invoice column
2. Take 10% of the amount entered in row A and enter that amount in row B under the Current Month Invoice column
 - a) For example: You're claiming \$200 in Salaries & Wages (row A). You will claim \$20 in Overhead & Admin Costs (row B).

Step 2: Attach Supporting Documents

1. Attach participant/employee time card or timesheet
2. Attach documentation showing the amount paid to the participant/employee (i.e. paystubs or payroll printout)

Step 3: Submit Claim Form

1. Submit your completed claim form and supporting documents to

Yolo County Health and Human Services Agency
Attn: Accounts Payable
137 North Cottonwood Street
Woodland, CA 95695

EXHIBIT H
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

1. Worksite shall comply with all applicable laws, decisions, statutes, regulations, ordinances, policies and procedures of the United States, the State of California, and local governments.
2. Worksite must have a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and must maintain active and current profiles in the System for Award Management (SAM) (www.sam.gov).
3. By signing this Agreement, Worksite agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
4. By signing this Agreement, Worksite certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/ agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 herein;
 - d. Have not within a three-year period preceding this application/proposal/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - g. If Worksite is unable to certify to any of the statements in this certification, Worksite shall submit an explanation to County and County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Worksite written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 - h. The terms and definitions in this Agreement have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - i. If Worksite knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Worksite written notice of such termination.

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CERTIFICATION

I am aware of the requirements and certify Worksite is in compliance with the EXHIBIT H.

WORKSITE

By: 

Lynnette Irlmeier, Executive Director
Print Name/ Title

Empower Yolo, Inc.
Firm Name

2/2/2022
Date

EXHIBIT I
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

3. SUSPENSION AND DISBARMENT:

- a. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
- b. The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.