

BOS No.
Infor Contract No. 5676
WIOA Reference No. SE 25-1
Cobblestone ID No. 2049

(BOS AGREEMENT NO. ____ - ____)

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 Yolo Wayfarer Center dba Forth and Hope (“Worksite”). County and Worksite are jointly referred to as the “Parties” herein and who agree as stated below.

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 training services; and

WHEREAS, Worksite warrants that it is qualified and competent to provide subsidized employment training services; and

WHEREAS, Worksite represents and warrants that neither Worksite, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any federal or state program; and

WHEREAS, Worksite further represents and warrants that no conditions or events now exist which give rise to Worksite or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any federal or state program; and

WHEREAS, Worksite understands that the County is relying upon these representations in entering into this Agreement; and

NOW, THEREFORE, the County and the Worksite agree as follows:

I. TERM

A. The term of this Agreement shall be from **Effective Date through June 30, 2025**, unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for three (3) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to Worksite by the Yolo County Health and Human Services Agency Director or their designee (“Director”).

B. See section Section XI. of Exhibit C of this Agreement for termination provisions.

II. SERVICES

Worksite shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement including, but not limited to, all exhibits, and in a manner satisfactory to the Director.

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III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Worksite pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Worksite’s submission of an appropriate invoice, and such other documentation that the County may require, County shall pay Worksite according to the terms set forth in Exhibit B.

B. Worksite agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments. In no event will the cost to County for the services provided under this Agreement exceed the maximum payment obligation set forth below.

C. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Worksite shall be no greater than **SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500)** specified as follows:

Fiscal Year 2024-25 Effective Date through June 30, 2025
\$16,500

D. County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A., above. In the event that County elects to exercise an option, County shall notify Worksite in writing. The notice shall include the revised Agreement term; approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth 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 2025-26	On or before June 30, 2026	Less than or equal to \$16,500	Less than or equal to \$33,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$16,500	Less than or equal to \$49,500
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$16,500	Less than or equal to \$66,000

In no event shall the term of the Agreement extend beyond **June 30, 2028** nor shall the total contract maximum exceed the amount of **SIXTY-SIX THOUSAND DOLLARS (\$66,000)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

E. County shall pay Worksite using a combination of funding sources, as the County deems appropriate.

IV. COUNTY AUTHORITY

A. Director’s Authority: The Director, or designee, may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section III of this Agreement. The Director, or designee, may also issue any other general notices regarding the administration of this Agreement.

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B. County Procurement Manager’s Authority: The Yolo County Deputy Director/Manager of Procurement (“Procurement Manager”), or designee, may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager, or designee, may also issue termination notices in conformance with Section I. of this Agreement and Section XI. of Exhibit C.

C. Yolo County Board of Supervisors’ Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A: Scope of Services
- Exhibit B: Terms of Payment
- Exhibit C: Terms and Conditions
- Exhibit D: Participant Sexual Harassment Complaint Procedure
- Exhibit E: Definition of Terms
- Exhibit F: Instructions on How to Submit a Claim
- Attachment I: Subsidized Employee Employment Plan Form
- Attachment II: Subsidized Employment Evaluation Form
- Attachment III: Subsidized Employment Statement of Understanding Form

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

C. This Agreement constitutes the entire agreement between the 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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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last set forth below.

WORKSITE

Signed by:

7AF283AECFBF42C...
Doug Zeck, Executive Director
Yolo Wayfarer Center

Date: 3/6/2025

COUNTY OF YOLO

Dr. Mary Vixie Sandy, Chair
Board of Supervisors

Date: _____

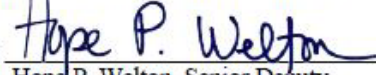
Signed by:

E4752BA1C9414D9...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Phillip J. Pogledich, County Counsel

By: 
Hope P. Welton, Senior Deputy

(As of 1/14/2025)

EXHIBIT A – SCOPE OF SERVICES

I. PURPOSE

The purpose of this Subsidized Employment Training opportunity is to provide the Subsidized Employee an opportunity to learn core skills related to the identified position. Although the Worksite is not required to retain the Subsidized Employee after the term of this Agreement, the Worksite is encouraged to consider retaining the Subsidized Employee as part of their workforce. Should the Worksite opt not to retain the individual, the Worksite will be responsible for any unemployment claims filed by the former Subsidized Employee.

II. PROVISION OF WORK ACTIVITY, EQUIPMENT AND MATERIALS

A. County will pay a wage subsidy to Worksite for providing a subsidized employment participant (“Subsidized Employee”) with a subsidized paid opportunity to work. Worksite shall act as the employer of record for Subsidized Employee. Worksite must treat Subsidized Employee as a regular hire and treat them consistently with other employees.

B. Worksite shall provide each Subsidized Employee with the training set forth in the individually developed Subsidized Employee Employment Plan, and with the assistance to successfully acquire the skills and knowledge to function as a satisfactory employee. Upon request from the County, Worksite shall provide a copy of the job/position statement. The form used for the Subsidized Employee Employment Plan is attached hereto as Attachment I.

C. During training, Worksite shall provide each Subsidized Employee:

1. Orientation to Worksite (conditions of work, employer expectations, rules, written grievance procedures, etc.), including but not limited to those items set forth in the individually developed Subsidized Employment Statement of Understanding developed for each Subsidized Employee. The form used for the Subsidized Employment Statement of Understanding is attached hereto as Attachment II;
2. Reasonable and proper supervision and instruction regarding duties and work activity;
3. 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;
4. The same working conditions as current Worksite employees, such as rest and lunch periods; and
5. A safe and sanitary work environment.

D. Worksite agrees to:

1. Report Subsidized Employee’s attendance and other information as may be requested by County in a timely manner on forms provided by County. Worksite understands that Subsidized Employee 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 forty (40) hours per week;
2. Be available to confer with County on issues of mutual concern;
3. Have Subsidized Employee perform duties at the training level;
4. Provide each Subsidized Employee with sufficient meaningful work to occupy all of the time Subsidized Employee is assigned to Worksite;

EXHIBIT A – SCOPE OF SERVICES

5. Immediately report to County any injury a Subsidized Employee sustains while under the supervision of Worksite (This report is for informational purposes only. It is Worksite's obligation, not County's, to provide for appropriate medical treatment for Subsidized Employee's injury);
6. Comply with all applicable labor laws;
7. Be responsible for ensuring any Subsidized Employee 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;
8. Ensure that Subsidized Employee has not been an active employee of the Worksite in the thirty (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
9. Ensure Subsidized Employee is not involved in political, religious, lobbying or union activities while under supervision of Worksite.

E. County agrees to:

1. Provide orientation to Worksite staff as to policies and procedures for Subsidized Employment program;
2. Provide Worksite with a completed Subsidized Employee Employment Plan for each Subsidized Employee. The form used for the Subsidized Employee Employment Plan is attached hereto as Attachment I;
3. Provide Worksite with emergency medical release forms signed by Subsidized Employee(s), parent, or legal guardian prior to any work assigned to or performed by Subsidized Employee(s); and
4. Monitor each Subsidized Employee periodically for job readiness and, when appropriate, transition a Subsidized Employee to employment or other job training and development that best meets the needs of that Subsidized Employee and is consistent with the Subsidized Employment program.

III. MONTHLY EVALUATIONS

Worksite shall submit to County no later than the fifteenth (15th) day of each month, a report evaluating each Subsidized Employee's progress during and through the preceding month, in the form attached hereto as Attachment II or on such other form as may be developed by the County.

IV. WORKSITE DISCRETION

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

EXHIBIT B – TERMS OF PAYMENT

I. FEES

A. Fees shall include gross wages, overhead, and administration costs and may not exceed **\$16,500** per fiscal year. Of the maximum amount payable, total overhead and administration costs, which include direct non-salary expenses and workers' compensation costs may not exceed **\$1,500**. If placements warrant it, the amount of this Agreement may be reviewed and increased upon mutual written consent of the Parties. See Exhibit C, Section XXIV.

B. The fees and payment schedule for furnishing services under this Agreement shall be based on the salary match rate set forth below.

II. SALARY MATCH

A. Worksite must provide a match of Subsidized Employee's salary, as negotiated with Yolo County Health and Human Services Agency ("HHSA") staff.

B. Worksite shall, during the term of this Agreement, be reimbursed up to one hundred percent (100%) of the Subsidized Employee's 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 (0%) towards the Subsidized Employee's wages. Documentation is required and must be submitted timely and accurately, as prescribed in this Agreement, for wage reimbursement to be processed.

C. Ineligible sources of match include but are not limited to:

1. Federal funding
2. Funding used as a match to any federal funding
3. Other Employee wages
4. Employment related taxes, including Payroll Taxes
5. Fringe Benefits

D. 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.

E. County reserves the right to cap the wages. Worksite will be notified in writing of the maximum amount of the cap.

F. 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.

III. CLAIMS

A. 1. For each Subsidized Employee working for Worksite under this Agreement, Worksite shall submit a monthly claim for reimbursement by the tenth (10th) of each month, for the prior month's subsidized employment, by submitting an itemized invoice, using a claim form as specified by the

EXHIBIT B – TERMS OF PAYMENT

County. Worksite may request a current claim form by emailing HHSA.AccountsPayable@yolocounty.gov.

2. 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.

B. 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.

C. Worksite is responsible for maintaining back up documentation containing line item expenses(s) for:

1. Supervisory costs claimed for each employee who provided supervision to the Subsidized Employee(s).
2. For Subsidized Employee training costs claimed, documentation evidencing the expenditure(s).

D. 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.

E. County shall render payment to Worksite, as stated above, within thirty (30) days of receipt of a complete, correct, and approved invoice with supporting records.

F. County reserves the right to disallow any claim filed more than twenty-five (25) days following the month Subsidized Employee 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 III.A. of this Exhibit.

G. 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 – TERMS AND CONDITIONS

I. COUNTY AUTHORITY; WORKSITE ELIGIBILITY

Worksite represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. The County is relying upon this representation in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Worksite shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

B. Worksite shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. 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 Subsidized Employee 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 or state 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.

B. In the event that Worksite ceases to provide the services required by this Agreement for any reason, Worksite will contact County and make appropriate arrangements for transfer of records. All records shall be made available to the County in an electronic format readable by the County.

C. Worksite may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to any secure electronic data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Worksite must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

D. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

IV. REPORTS

Worksite shall submit to County the following listed reports. Worksite shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Worksite's activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for the County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

A. Program Reports

1. Monthly Evaluation Reports (See Attachment II of this Agreement)

EXHIBIT C – TERMS AND CONDITIONS

V. AUDITS

A. Worksite shall allow the County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Worksite’s performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Worksite and its subcontractors pertaining to such services at any time.

B. Worksite shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

C. If applicable, Worksite shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200.

D. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Worksite has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Worksite in the amount of such audit findings. See Exhibit B, Terms of Payment.

E. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

VI. PROGRAM EVALUATION

Worksite shall permit County, state and/or federal government personnel designated by the Director to enter Worksite’s premises for the purpose of making periodic inspections to determine the fiscal and/or programmatic quality of the services being rendered. Worksite shall furnish the Director with such information as may be required to evaluate fiscal and programmatic quality of the services being rendered. This includes 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.

VII. 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.

VIII. CONFIDENTIALITY

A. Worksite shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with all applicable laws and regulations regarding the confidentiality of Subsidized Employee information.

B. The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of HHSA’s clients and program administration.

C. County and Worksite will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations. The County and Worksite agree to inform all of the employees, agents and subcontractors of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.

EXHIBIT C – TERMS AND CONDITIONS

D. In the event that Worksite receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Worksite will notify Director immediately by telephone at (530) 661-2945, or by email at Nolan.Sullivan@yolocounty.gov.

IX. Not Applicable to this Agreement

X. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put their decision in writing and mail a copy thereof to the address for the notice to Worksite. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Worksite, Worksite appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Worksite's position. In connection with any appeal proceeding under this paragraph, Worksite shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Worksite shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

XI. TERMINATION

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

B. The County may immediately terminate this Agreement if:

1. By any cause, Worksite fails to fulfill any of its obligations under this Agreement, including, but not limited to, the applicable Federal suspension and debarment requirements;
2. Worksite violates any provision of this Agreement;
3. The Subsidized Employment Program under which this Agreement is made is terminated; or
4. 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 Employee Employment Plan if, through any eligibility review or verification process required by the applicable regulations, a Subsidized Employee 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.

XII. APPLICABLE LAWS

A. Worksite shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

EXHIBIT C – TERMS AND CONDITIONS

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Worksite waives any removal rights it might have under State or Federal law.

XIII. 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 Subsidized Employee any service or benefit, or subject a Subsidized Employee 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 D**.

XIV. INDEMNIFICATION

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.

XV. INSURANCE

A. During the term of this Agreement, Worksite shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

EXHIBIT C – TERMS AND CONDITIONS

d. **Professional Liability (Errors and Omissions)** (If applicable, see below)

2. Minimum Limits (as applicable) – Insurance coverage shall be with limits not less than the following:

a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage

c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Worksite 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.)

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.

3. Other Insurance Provisions

a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Worksite including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Worksite's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. **Primary Coverage** – Worksite's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days' notice to County.

d. **Waiver of Subrogation** – Worksite hereby grants to County a waiver of any right to subrogation which any insurer of said Worksite may acquire against County by virtue of the payment or any loss under such insurance. Worksite agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. 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

EXHIBIT C – TERMS AND CONDITIONS

noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. 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 County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that 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.

6. 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.

7. 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.

8. 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.

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

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

B. Prior to commencing services pursuant to this Agreement, Worksite shall furnish County with original policies or 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, 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.

C. During the term of this Agreement, Worksite shall furnish 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.

D. Worksite agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Worksite agree to be bound to Worksite and County in the same manner and to the same extent as Worksite is bound to County

EXHIBIT C – TERMS AND CONDITIONS

under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Worksite shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Worksite will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Worksite’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

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 completion of this project. 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.

XVI. WORKERS' COMPENSATION

Worksite shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS’ COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Worksite affirmatively represents that they have the requisite legal authority to do so on behalf of Worksite ; 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.

XVII. NOTICE

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

Worksite:
Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776
Doug Zeck, Executive Director

County:
Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, Director

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:
dzeck@fourthandhope.org

County:
Contracts Unit:
HHSAContracts@yolocounty.gov

Contract Administrator:
ahjaneebrown@yolocounty.gov

EXHIBIT C – TERMS AND CONDITIONS

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.

XVIII. ASSIGNMENT AND SUBCONTRACTS

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.

XIX. STATUS OF WORKSITE

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.

XX. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such the Worksite is required to verify that none of the Worksite, 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 Worksite 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 Worksite 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 Worksite 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 Worksite further agrees to include a provision requiring such compliance in its lower tier covered transactions.

EXHIBIT C – TERMS AND CONDITIONS

- E.** Worksite must have a Unique Entity ID number generated by System for Award Management (SAM) and must maintain active and current profiles in the SAM system at www.sam.gov.
- F.** **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.
- G.** **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.

XXI. FALSE CLAIMS

- A.** The Worksite acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to the Worksite's actions pertaining to this Agreement.
- B.** Worksite shall establish management procedures which ensure that County is notified within twenty-four (24) hours of any suspected or proven fraud, abuse, or criminal acts involving training funds or training funded activities.

EXHIBIT C – TERMS AND CONDITIONS

XXII. 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.

XXIII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit the County and Worksite only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the Parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XXIV. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Worksite.

XXV. WAIVER

Waiver of breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision.

XXVI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Worksite affirmatively represents that they have 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.

XXVII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXVIII. 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, Worksite, or any other party pertaining to any matter resulting from this contract.

EXHIBIT D – 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 ensure 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 E – DEFINITION OF TERMS

- I. 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.
- II. Employer of Record – The Worksite who employs Subsidized Employee(s) and is thereby responsible for all legal obligations and liabilities imposed on an employer.
- III. Employer-Paid Payroll Taxes – Payroll related taxes that are the obligation of the Worksite and are not deducted from the Subsidized 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 at its sole discretion.
- IV. Fringe Benefits – The Worksite’s monetary contributions for health insurance, vision insurance, and/or dental insurance for Subsidized Employee(s), as well as any other nonwage payment or benefits provided to Subsidized Employee(s) not qualifying as Other Payroll Costs. Fringe Benefits are not reimbursable to the Worksite.
- V. 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 two hundred percent (200%) of the official federal poverty level (FPL) guidelines applicable to the family size.
- VI. 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 Subsidized Employee(s) qualifies as an Other Payroll Cost shall be made by County in its sole discretion.
- VII. Subsidized 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 Agreement.
- VIII. Subsidized Employment – County temporarily partially or wholly reimburses Worksite for wages and/or training costs of Subsidized Employee.
- IX. TANF – Temporary Assistance for Needy Families.
- X. Unsubsidized Employment or Unsubsidized Employee(s) –The employee(s) already employed by Worksite and who do not meet the definition of Subsidized Employee(s) in Section VII.
- XI. Wages – The gross amount of money received by Subsidized Employee(s) for labor performed by the Subsidized 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, or Other Payroll Costs. The determination of whether any particular payment of money to Subsidized Employee(s) qualifies as wages shall be made by County at its sole discretion.

EXHIBIT F – 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. 93.558		INVESTMENT NUMBER		CLAIM NUMBER	
FUND	BUDGET UNIT	COST CENTER	ACCOUNT	PROGRAM	CLAIM AMOUNT	LIQUIDATE AMOUNT	
111	0511	AB08			\$		
Contract #		Payment AGR #		Encumbrance #		Claim Month	
				CO160111		_____, 2015	
NAME AND ADDRESS OF VENDOR <small>Please check if Firm is an address change</small>			I hereby verify that the articles or services described by the invoice attached were necessary for use by the department.				
Vendor #			Joan Pinalet, Director DEPARTMENT HEAD				
EMPLOYER IDENTIFICATION			BY _____ <small>(DESIGNATED AUTHORIZED SIGNATURE ON FILE)</small> (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 (TYNF) - Subsidized Employment				Program: Subsidized Employment Program			
Item	Budget	Payment Ratio or % 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
20 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 ten percent (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 by mail to:

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

Or by email to:

HSA.AccountsPayable@yolocounty.gov and
Ahjane.Brown@yolocounty.gov

ATTACHMENT I – SUBSIDIZED EMPLOYEE EMPLOYMENT PLAN FORM

SUBSIDIZED EMPLOYEE EMPLOYMENT PLAN

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

SPECIFIC PROVISION

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

ELEMENTS OF EMPLOYMENT

(Provide copy of job/position statement as requested)

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: _____

The County reserves the right to edit this form.

ATTACHMENT II – SUBSIDIZED EMPLOYMENT EVALUATION FORM

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 Employment			
Cooperation/getting along with others			
Appearance			
Attendance			
Learning & Retention Ability			

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

Additional Comments:

Supervisor Signature

Date

Subsidized Employee Signature

Date

The County reserves the right to edit this form.

**ATTACHMENT III – SUBSIDIZED EMPLOYEE STATEMENT OF UNDERSTANDING
FORM**

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 _____ (Subsidized 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 Employee

Date

Worksite Supervisor

Date

HHSA Staff

Date

The County reserves the right to edit this form.