

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION AUTHORIZING THE  
DIRECTOR OR HIS/HER DESIGNEE OF  
THE HEALTH AND HUMAN SERVICES  
DEPARTMENT TO EXECUTE  
CALWORKS PROGRAM SUBSIDIZED  
EMPLOYMENT PROGRAM  
AGREEMENTS WITH WORKSITE  
CONTRACTORS**

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**RESOLUTION NO. 2021-064**

**WHEREAS**, pursuant to the CalWORKs Program, codified in Division 9, Part 3, Chapter 2, commencing with Section 11320, of the California Welfare and Institutions Code, the County of Yuba is required to provide employment and training programs to qualified participants in the CalWORKs Program; and

**WHEREAS**, the Health and Human Services Department of the county, through its Employment Services Division, is assigned the responsibility of administering the CalWORKs Program on behalf of the County; and

**WHEREAS**, it is necessary for the County to enter in to multiple contracts with various public and private entities to provide training and work sites for the CalWORKs participants; and

**WHEREAS**, Resolution of the Board of Supervisors 2019-100 was adopted on September 24, 2019 and authorized the Director of the Health and Human Services Department to execute Subsidized Employment Program Agreements in the form attached thereto; and

**WHEREAS**, since the adoption of the Board Resolution 2019-100 on September 24, 2019 the Subsidized Employment Program Agreement has been revised.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Yuba hereby authorizes the Director of the Health and Human Services Department, or his/her designee, to execute, on behalf of the County of Yuba,

Subsidized Employment Program Agreements in the forms attached hereto and incorporated herein by this reference.

**BE IT FURTHER RESOLVED**, that this Resolution repeals Resolution of the Board of Supervisors Number 2019-100 and this Resolution shall remain in effect until repealed or until the work experience component of the CalWORKs Program is repealed, whichever is the first to occur.


**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 25 day of May, 2021, by the following vote:

**AYES:** Supervisors Vasquez, Blaser, Fuhrer, Bradford, Fletcher

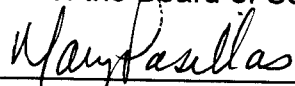
**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

  
\_\_\_\_\_  
Chair

**ATTEST: RACHEL FERRIS**  
Clerk of the Board of Supervisors

  
\_\_\_\_\_  
Mary Pasillas, Board Clerk

MICHAEL CICOZZI *For*  
COUNTY COUNSEL  
APPROVED AS TO FORM:

  
\_\_\_\_\_

**CALIFORNIA WORK OPPORTUNITY  
And  
RESPONSIBILITY TO KIDS PROGRAM  
(CalWORKs)**

**SUBSIDIZED EMPLOYMENT  
WORK SITE AGREEMENT**

This agreement is entered into on the date set forth below between the County of Yuba ("COUNTY"), a political subdivision of the State of California, on behalf of its Health and Human Services Department, and \_\_\_\_\_ (hereinafter "CONTRACTOR"), a  public entity;  private non-profit entity;  private for-profit entity.

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids (CalWORKs) Program, codified in Division 9, Part 3, Chapter 2 commencing with Section 11320, of the California Welfare and Institutions Code, COUNTY is required to provide employment and training activities to qualified participants in the CalWORKs program; and

WHEREAS, the Yuba County Health and Human Services Department, through its Employment Services, is assigned the responsibility of administering the CalWORKs Program on behalf of the COUNTY; and

WHEREAS, CONTRACTOR has available a work site and is willing to make that work site available so that participants in the CalWORKs Program can obtain new job skills or enhance existing job skills that will lead to unsubsidized employment.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties, hereto agree as follows:

**1. TERM**

Commencement Date:

Termination Date:

The term of this agreement shall become effective on the Commencement date set forth above, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this agreement.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

## 2. SERVICES

### A. CONTRACTOR agrees:

- 1) The CalWORKs participant is hired as a member of the CONTRACTOR'S workforce and CONTRACTOR is obligated to compensate the CalWORKs participant for work performed as follows:
  - a. Add the CalWORKs participant to payroll and be subject to all tax withholdings, social security withholdings, Employer Federal Insurance Contributions Act (FICA), California Unemployment Insurance (unless exempt under Federal Unemployment Tax Act (FUTA), section 501 (c) (3) of the Internal Revenue code), State Disability Insurance and Worker's Compensation as required by law. Other employee benefits such as medical or dental insurance are optional and shall not be reimbursed by COUNTY;
  - b. Pay the CalWORKs participant an hourly wage which is no less than the minimum wage established for the State of California; and
  - c. Pay the CalWORKs participant the same wage rate as non-subsidized employees performing the same or similar work; and
  - d. Ensure the prevailing wage requirement is applied to CalWORKs participant's if applicable to the position; and
  - e. Ensure the CalWORKs participant is provided the same benefits and wage increases as non-subsidized employees who are performing the same or similar work.
- 2) Provide supervised work as a training element for subsidized employment participants referred to the CONTRACTOR by COUNTY.
- 3) Report the CalWORKs participant's attendance and information relating to performance as may be required by COUNTY in a timely manner. CONTRACTOR understands that the CalWORKs participant may not participate in the work activity more than the number of hours per week authorized by the COUNTY. The COUNTY's responsibility for reimbursement of the assignment shall not exceed 12 months.
- 4) Inform and consider the CalWORKs participant for any job opening

occurring at the work site and to provide the participant with the opportunity to participate in classified service examinations equivalent to the position the participant occupies.

- 5) Utilize the CalWORKs participant to perform duties at the training level.
- 6) Provide each participant:
  - a. Orientation to the work site (i.e. conditions of work, employer expectations, etc.)
  - b. Reasonable and proper supervision and instructions regarding duties and work activity.
  - c. Safety instructions and equipment necessary for protection against injury and damage in accordance with OSHA Guidelines.
  - d. The same working conditions as CONTRACTOR'S current employees and as required by law. (i.e., conditions of work, employer expectations, etc.)
  - f. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.
- 7) Furnish comprehensive general liability insurance protection and comprehensive automobile liability insurance coverage if CalWORKs participant operates any motor vehicle or heavy equipment as part of the work assignment. CONTRACTOR agrees to provide evidence of insurance coverage to COUNTY upon request.

B. CONTRACTOR assures that:

- 1) Participants will be used in positions to supplement its workforce. CONTRACTOR understands that under no circumstances shall a CalWORKs participant supplant regular employees of CONTRACTOR, pursuant to Welfare and Institutions Code Section 11324.6, which states a subsidized employment position, may not be created as a result of, and may not result, in any of the following:

- a. Displacement or partial displacement of CONTRACTOR'S current employees, including, but not limited to, a reduction in hours on non-overtime and overtime work, wages or employment benefits.
- b. The filling of positions which would otherwise be promotional opportunities for CONTRACTOR'S current employees, except when positions are to be filled through an open process in which CalWORKs participants are provided equal opportunity to compete.
- c. The filling of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
- d. The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.
- e. The filling of a position created by termination in work force, caused by the CONTRACTOR'S intent to fill the position pursuant to the CalWORKs Program.
- f. A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between CONTRACTOR and CONTRACTOR'S employees.
- g. The filling of a work assignment customarily performed by a worker in a job classification with a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
- h. The termination of contract services, prior to its expiration date, that results in the displacement or partial displacement of workers performing contracted services, caused by the CONTRACTOR'S intent to fill the position with a subsidized position pursuant to the CalWORKs Program.
- i. The denial to a CalWORKs participant of protections afforded other workers on the work site by the state and federal laws governing workplace health, safety, and representation.

C. CONTRACTOR shall:

- 1) Notify the appropriate labor union of the use of a CalWORKs participant by the CONTRACTOR; and

- 2) Notify non-union employees of the use of a CalWORKs participant by the CONTRACTOR and the availability of the grievance process by the display of the Notice to Employee (Exhibit A) at CONTRACTOR'S work site, provided no CalWORKs participant is identified in said display.
  - a. All displacement complaints shall be in written form and shall include the full name, address (if any) and the telephone number (if any) of the alleged displaced employee, the full name of the employer against whom the complaint is filed, a clear and concise statement of the facts concerning the alleged displacement, including pertinent dates, and a statement that the complaint has been signed under penalty of perjury. The grievance procedure required by the Manual of Policies and Procedures is attached hereto and incorporated herein by this reference as Exhibit B.

D. COUNTY shall:

- 1) Provide an orientation to each CONTRACTOR's worksite supervisor. The orientation will include, but is not limited to, a review of Subsidized Employment Program policies and procedures.
- 2) Respond to CONTRACTOR as requested involving personnel issues.
- 3) Have the right to observe and monitor all conditions and activities involved in the performance of this agreement.
- 4) Have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

**3. PAYMENT**

- A. COUNTY shall reimburse CONTRACTOR the total gross earnings paid to the CalWORKs participant as follows and as detailed in Exhibit D - Payment Reimbursement Agreement:
  - 1) One Hundred percent (100%) of total gross earnings paid to CalWORKs participant throughout the first three months of employment.

- 2) Seventy-Five percent (75%) of total gross earnings paid to CalWORKs participant throughout months 4-6 of employment.
  - 3) Fifty percent (50%) of total gross earnings paid to CalWORKs participant throughout months 7-9 of employment.
  - 4) Twenty-five percent (25%) of total gross earnings paid to CalWORKs participant throughout months 10-12 of employment.
- B. "Gross earnings" means the money earned based on hourly pay before any taxes or other deductions have been taken out. If the participant makes \$15.00 per hour and works for 40 hours, then the participant's gross earnings are \$600.
- C. "Total gross earnings" is the "gross earnings" plus any state mandated paid sick leave hourly wages taken during the pay period. If the participant makes \$15.00 per hour and works 32 hours, gross earnings are \$480. The participant takes 8 hours of paid sick leave at the same rate of \$15.00 per hour then the participants paid sick leave is \$120. The "total gross earnings" are \$480 (gross earnings) + \$120 (paid sick leave) = \$600. Total gross earnings are reimbursable from the COUNTY.
- D. COUNTY will not reimburse CONTRACTOR for any overtime hours worked.
- E. COUNTY will not reimburse CONTRACTOR for any hours worked over the authorized amount for each participant.
- F. COUNTY shall reimburse CONTRACTOR a fee not to exceed Ninety Thousand Dollars (\$90,000.00) for the duration of the Agreement.
- G. CONTRACTOR agrees to provide a complete monthly invoice attached hereto and incorporated herein by this reference as Exhibit C no later than the 10th day of the following month. The invoice must include the CalWORKs participant's payroll record and time card as verification of actual hours worked, actual wages paid, and actual sick leave hours taken and paid during the billing period.
- H. COUNTY will reimburse CONTRACTOR upon review and approval of submitted invoices to the COUNTY to confirm that the hours worked by CalWORKs participant, for which payment is requested, have been performed. Any overpayment or overtime made to the participant is the sole responsibility of the CONTRACTOR.
- I. COUNTY shall not reimburse any claims submitted beyond thirty days following the termination of this agreement.



- J. COUNTY shall not reimburse wages without the required invoice and supporting documentation.
- K. CONTRACTOR shall not invoice or claim for time not worked such as lunch breaks or vacation time.
- L. CONTRACTOR understands fraudulent invoices or supporting documentation is subject to criminal penalties.

**4. GENERAL PROVISIONS**

- A. Both parties understand that CONTRACTOR is not an agent of the COUNTY. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, expressed or implied to bind COUNTY to any obligation whatsoever.
- B. CONTRACTOR may not assign or subcontract any right or obligation pursuant to the Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- C. No modifications of the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto. There are no oral understandings or agreements between the parties that have not been incorporated herein.
- D. CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR, including CalWORKs participants, or applicants for employment or for services or against any member of the public because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall comply with the provision of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations and incorporated into this agreement by the reference and made part hereof as if set forth in full.
- E. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued to said Act. The Civil Rights Bureau requires the CR 50-Vendor Assurance of Compliance Form (Exhibit E) to be completed for each Agreement that utilizes state and federal funds for the provision of services.

- F. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of Section 405, et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.
- G. CONTRACTOR understands that the California Department of Social Services Manual of Policies and Procedures (MPP) Section 42-720.4 provides that a specific grievance process shall be used to resolve the complaints of regular employees or their representatives who believe the assignment of a CalWORKs participant to subsidized employment violates any of the displacement provisions set forth in Section 1 Services, Part III.
- H. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.
- I. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at [www.SAM.gov](http://www.SAM.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.
- J. COUNTY reserves the right to deny contracting with an employer.

**5. GRIEVANCE PROCESS**

- A. If CONTRACTOR is dissatisfied with the COUNTY action, CONTRACTOR may request a hearing before the County Health and Human Services Director or his/her representative. The hearing will be conducted in an informal manner to assure that everyone present is able to speak freely. If CONTRACTOR decides to request a hearing, CONTRACTOR must do so in writing within 30 DAYS OF THE DENIAL. The request should state the facts upon which it is based and what CONTRACTOR is requesting to be done.
- B. CONTRACTOR has the right to represent themselves or be represented by a friend, attorney, or any other person, but CONTRACTOR is expected to arrange for the representative themselves.

**6. TERMINATION**

- A. Either party may terminate this Agreement upon 30 calendar days prior

written notice to the other party.

- B. The COUNTY may immediately terminate this Agreement upon violation of the Agreement by CONTRACTOR, a reduction or elimination of program funding or upon termination of employment of the CalWORKs participant or termination of CalWORKs eligibility.

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**7. HOLD HARMLESS**

- A. CONTRACTOR, shall defend, and hold harmless, COUNTY, its elected and appointed councils, boards, commissions, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death as well as for property damage, which may arise from intentional negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors, including CalWORKs participants.
  
- B. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, agents, and employees from liability for damage or claims for damage for personal injury, including death as well as for property damage, which may arise from the intentional or negligent acts or omissions of the COUNTY in the performance of services under this Agreement by COUNTY, or any COUNTY's elected and appointed councils, board, commissions, officers, agents, or employees; however, it is expressly understood that CalWORKs participants are not agents, officers or employees of the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written

COUNTY OF YUBA

CONTRACTOR

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

Jennifer Vasquez, Director  
\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

Executed pursuant to Resolution \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY COUNSEL

BY:  \_\_\_\_\_

**NOTICE TO EMPLOYEES**

Your employer has included CalWORKs subsidized employment program participants in the work force at this location. State law prohibits employers from using CalWORKs participants in a way that will cause other employees to lose their jobs, be laid off, or to have work hours reduced, including overtime hours currently being worked. An employer cannot place CalWORKs participants into jobs, which would otherwise be promotional opportunities for existing employees, or into vacant positions, which are not newly created jobs. Finally, an employer must not violate any personnel rules when including a CalWORKs participant in his or her work force.

If you believe your employer has violated any rules disclosed above and this has led to a problem with your job, you may file a complaint with the county. The county will work with your employer to try to resolve the problem. If the problem cannot be resolved, you may request a hearing with the state.

- A complaint against your employer must be in writing and contain the following information:
- Your full name and address (if you have one), and your telephone number (if you have one);
- The full name and address of your employer;
- A clear and brief statement of the facts, including important dates, which have led you to file this complaint;
- A statement that this complaint has been filed under penalty of perjury.

Send your complaints to:

YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT  
EMPLOYMENT SERVICES  
CalWORKs WORKSITE COORDINATOR  
P.O. BOX 2320  
MARYSVILLE CA 95901

## EMPLOYEE DISPLACEMENT GRIEVANCE PROCESS

The following grievance process shall be used to resolve the complaints of regular employees or their representatives who believe the assignment of a CalWORKs participant for subsidized employment violates any of the displacement provisions set forth in Section 2.

### 1. INFORMAL RESOLUTION

- A. Upon receipt of a written complaint by the employee or employee's representative, COUNTY shall contact both the complainant and the employer and attempt to informally resolve the complaint. This period of informal resolution shall commence on the date the complaint is received by COUNTY and shall not exceed ten (10) calendar days. However, nothing shall prohibit an informal resolution of the complaint during this grievance process.
- B. Following its efforts to informally resolve the complaint, COUNTY shall send a letter informing the complainant of the following:
  - The employer's response to the complaint, including any actions the employer is willing to take toward informal resolution;
  - The right to request a formal hearing if the complainant is dissatisfied with the employer's informal response;
  - The procedures for filing a formal hearing, including the address to which a request for hearing should be sent; and
  - The time limit for filing a request for formal hearing.

### 2. FORMAL HEARING

If the complaint cannot be informally resolved, the complainant may request a formal hearing by filing a written request no later than ten calendar days following the employee's receipt of the letter from COUNTY. The date postmarked on this request shall be considered the date of its filing. Formal hearings shall be conducted by the California Department of Social Services (CDSS), State Hearings Division in accordance with the CDSS MPP, Division 22. The following is an overview of the formal hearing process.

## EXHIBIT B

- A. CDSS shall inform all parties in writing of the date, time and location of the hearing.
- 1) Upon the request of any party to the complaint, a hearing may be postponed for good cause prior to or at the hearing. CDSS shall have the authority to request verification to support the request for postponement. The criteria for "good cause includes, but is not limited to, the following:
- Death in the family
  - Personal illness or injury
  - Sudden and unexpected emergencies that prevent the complainant or the employer (or their respective authorized representatives) from appearing
  - A conflicting court appearance that cannot be postponed
- B. Attendance at the hearing is ordinarily limited to complainant, COUNTY representative, employer, legal counsel authorized, authorized interpreter, authorized representatives and witnesses relevant to the issue. Other persons may attend if the complainant agrees to or requests their presence and the Administrative Law Judge (ALJ) determines that their presence will not be adverse to the hearing.
- 1) An authorized representative is an individual or organization that has been authorized by the complainant or affected employer to act on their behalf in any and all aspects of the formal hearing. An authorized representative may include legal counsel, a relative, friend or other spokesperson.
- C. The hearing shall be conducted in an impartial manner and recorded. The issues at the hearing shall be limited to those issues that are reasonably related to the request for hearing.
- D. The rights of each party to the complaint shall include the right to:
- Examine witnesses and conduct cross-examination
  - Introduce exhibits
  - Bring witnesses
  - Examine all documents
  - Make oral or written argument

## EXHIBIT B

All testimony given at the formal hearing shall be submitted under oath, affirmation, or penalty of perjury. Any party who wishes to submit a document into evidence shall provide a copy of the document to the other party free of charge.

- E. A written hearing decision shall be issued within 90 calendar days of the date the complaint was received by CDSS. Copies of the written decision shall be sent to all affected parties. When the hearing decision upholds the displacement complaint, the decision shall:
- Require termination of the assignment that brought the complaint and any other assignments that have caused the displacement of regular employees; and
  - Identify those actions that shall be taken to remedy the displacement.



CalWORKs Subsidized Employment Invoice  
 \*\*\* HHSD DO NOT IMAGE \*\*\*

\*Submit invoice by 10th of following month\*

<b>Contractor's Name and Address</b>			<b>Contact Name and Phone Number</b>		
ABC Company 1234 Main Street Anytown, CA 95900			Jane Doe, Office Manager (530) 234-5678 Ext. 111		
<b>Employee ID</b>		<b>Invoice Date</b>		<b>Invoice Number</b>	
2345123		9/1/2017		8	
<b>Pay Period (from pay stub)</b>	<b>Pay Date (from pay stub)</b>	<b>Paid Reg. Hrs.</b>	<b>Paid SL Hrs.</b>	<b>Hourly Pay Rate</b>	<b>Amount</b>
8/1/17 - 8/15/17	8/20/2017	56.00	14.00	\$12.00	\$840.00
8/16/17 - 8/31/17	9/5/2017	70.00		\$12.00	\$840.00
<b>SUBTOTAL</b>					<b>\$1,680.00</b>
(Reimbursement rate) % OF COUNTY SHARE					<b>75%</b>
<b>AMOUNT TO REIMBURSE</b>					<b>\$1,260.00</b>

Please refer to the Provider Reimbursement Agreement for dates when reimbursement rates change.  
 If reimbursement rate changes mid-pay period, please show hours worked under the old % rate in the section above and the new % rate in the section below.  
 Please contact the Subsidized Employment Coordinator at (530) 740-8891 if you have any questions.

<b>Pay Period (from pay stub)</b>	<b>Pay Date (from pay stub)</b>	<b>Paid Reg. Hrs.</b>	<b>Paid SL Hrs.</b>	<b>Hourly Pay Rate</b>	<b>Amount</b>
<b>SUBTOTAL</b>					
(Reimbursement rate) % OF COUNTY SHARE					
<b>AMOUNT TO REIMBURSE</b>					

**GRAND TOTAL** \$1,260.00

**Back-up documentation required:**

- Copy of Time Sheets or Time Cards (must show employee's first and last name)
- Copy of Pay Stubs or Wage Statements (must reflect all dates listed on this invoice)

**Certification:**

I certify that this invoice is in all respects true and correct; that all material, supplies or services claimed have been received or performed, and were used exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

\_\_\_\_\_  
 Authorized Signer Date

**Mail original invoice and back-up documentation to:**

Yuba County Health and Human Services Department  
 Attention: CalWORKs Program Manager  
 PO Box 2320  
 Marysville, CA 95901

Rev 10-2017



Yuba County Health and Human Services Department  
 Subsidized Employment Program  
 Bridging Business with Ability

Payment Reimbursement Agreement

As per the CalWORKs Subsidized Employment Work Site Agreement the following has been agreed upon:

Yuba County HHSD, Employment Services will reimburse wages for:

John Q. Doe Employee Name      23456 Employee ID#      30 A/C

To: ACE Vacuum Company Business Name

as (Job title) Repair Technician

Employee's start date: 1/5/2017

Reimbursement will be made at the rate of:

100% from 1/5/2017 to 4/4/2017 (3 months)  
Date Date

75% from 4/5/2017 to 7/4/2017 (3 months)  
Date Date

at \$ 15.00 per hour effective: 1/5/2017

- Shift Differential (if applicable) at \$ \_\_\_\_\_ per hour effective:
- Prevailing wage (if applicable) up to \$ \_\_\_\_\_ per hour effective:

unless subsidized employment is sooner terminated in accordance with Section 5 of the CalWORKs Subsidized Employment Work Site Agreement.

Employee's hours per week will not exceed: 30 effective: 1/5/2017

Please check **all** that apply below:

- This is the initial Payment Reimbursement Agreement
- This is a change to the Employer's reimbursement rate
- This is a change to the Employee's rate of pay
- This is a change to the Employee's hours per week

We below agree to these terms:

_____ Employer	_____ Date
_____ Employee	_____ Date
_____ YCHHSD Subsidized Employment Coordinator	_____ Date

YCHHSD 483 Payment Reimbursement Agreement (5-2018)

VENDOR ASSURANCE OF COMPLIANCE  
WITH THE YUBA COUNTY  
WELFARE DEPARTMENT  
NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT \_\_\_\_\_

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Address of vendor/recipient  
(08/13/01)

**CR50-Vendor Assurance of Compliance**