

**AMENDMENT II TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as Amendment II, is made and entered into this 6th day of June, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and each contractor listed in Exhibit A-1, attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTORS," and such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY, COUNTY'S DSS Director or designee. References in this Agreement to party or parties shall be understood to refer to COUNTY and each individual CONTRACTOR unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as Agreement No. A-14-277, effective May 20th, 2014, and COUNTY's Amendment I, effective July 1, 2015, hereinafter referred to collectively as COUNTY's Agreement No. A-14-277 for Expanded Subsidized Employment Services for COUNTY's Department of Social Services (DSS); and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. A-14-277, Page Two (2), Section Two (2) will be deleted in its entirety and replaced with:

**"2. TERM**

This Agreement shall become effective upon execution and shall terminate on the 30<sup>th</sup> day of September, 2018.

This Agreement shall renew for two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by CONTRACTOR or COUNTY or COUNTY's DSS Director or designee not later than thirty (30) days prior to the close of the current Agreement term. The termination date specified herein shall be the termination date for all CONTRACTORS, regardless of when CONTRACTOR is added to this Agreement."

1           2.       That the existing COUNTY Agreement No. A-14-277, Page Four (4), Section Four (4),  
2 beginning with Line One (1), with the word "For" and ending on Page Four (4), Line Seven (7) with  
3 the word "CONTRACTOR" be deleted and the following inserted in its place:

4                    "In no event shall all services performed under this Agreement be in excess of Three  
5 Million and No/100 Dollars (\$3,000,000.00), during each of the following periods: May 20, 2014 to  
6 June 30, 2015; July 1, 2015 to June 30, 2016; July 1, 2016 to June 30, 2017; July 1, 2017 to June 30,  
7 2018; July 1, 2018 to June 30, 2019; and July 1, 2019 to September 30, 2020. The cumulative total of  
8 this Agreement for actual wages reimbursed to CONTRACTOR shall not be in excess of Eighteen  
9 Million and No/100 Dollars (\$18,000,000.00). It is understood that all expenses incidental to  
10 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR."

11           3.       That all references in existing COUNTY Agreement No. A-14-277 to Exhibit A shall be  
12 changed to read "Revised Exhibit A-2," which is attached hereto and incorporated herein by this  
13 reference.

14           4.       That all references in existing COUNTY Agreement No. A-14-277 to Exhibit B-1 shall  
15 be changed to read "Revised Exhibit B-2," which is attached hereto and incorporated herein by this  
16 reference.

17           COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend Agreement  
18 No. A-14-277-1 and, that upon execution of this Amendment II, the original Agreement, Amendment I  
19 and this Amendment II, shall together be considered the Agreement.

20           The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,  
21 conditions and promises contained in this Agreement not amended herein shall remain in full force  
22 and effect. This Amendment II shall become effective upon execution on the day first written  
23 hereinabove.

24   ///

25   ///

26   ///


27   ///

28   ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement as of the  
2 day and year first hereinabove written.  
3

4 ATTEST:

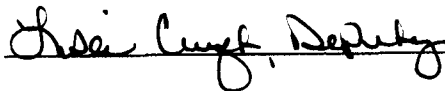
5 **COUNTY OF FRESNO**

6  
7 By:   
8 Brian Pacheco, Chairman and/or  
9 Sal Quintero, Vice-Chairman  
Board of Supervisors

10 Print Name: \_\_\_\_\_

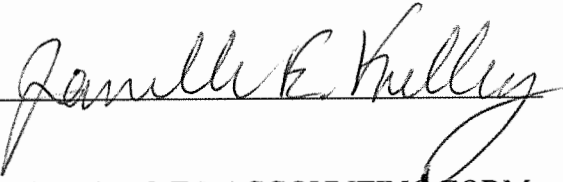
11 Title: \_\_\_\_\_  
12 Chairman of the Board, or  
13 President, or any Vice President

14 BERNICE E. SEIDEL, Clerk  
Board of Supervisors

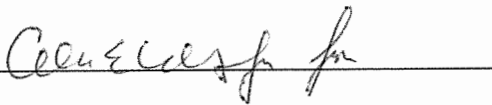
15 By:   
16

17  
18 **PLEASE SEE ADDITIONAL**  
19 **SIGNATURE PAGE ATTACHED**  
20  
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1 APPROVED AS TO LEGAL FORM:  
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3  
4 By: 

5  
6 APPROVED AS TO ACCOUNTING FORM:  
7 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/  
8 TREASURER-TAX COLLECTOR

9  
10 By: 

11  
12 DEPARTMENT OF SOCIAL SERVICES  
13 REVIEWED AND RECOMMENDED FOR APPROVAL

14  
15  
16 By:   
17 Delfino E. Neira, Director  
18 Department of Social Services

19  
20 Fund/Subclass: 0001/10000  
21 Organization: 56107001  
22 Account/Program: 7870

23  
24 DEN:dw  
25  
26  
27  
28

1 **CONTRACTOR:**

2 **AM CONSULTING ENGINEERS**

3  
4 By 

5  
6 Print Name ALFONSO MANRIQUE

7  
8 Title PRESIDENT

9 Chairman of the Board, or President  
10 or any Vice President

11 By 

12  
13 Print Name CONCETTA BARRELLI

14  
15 Title TREASURER

16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:

21 ~~7545 N. Del Mar Avenue, Suite 201~~ 5150 N SIXTH ST, SUITE 124

22 Fresno, CA ~~93711~~ 93710

23 Contact: Alfonso Manrique

24 Telephone: (559) 288-9172

*Amendment*

1 **CONTRACTOR:**

2 **AMBITIOUS CONCEPTS DBA BEST PARTY RENTALS**

3  
4 By KTHoulihan

5  
6 Print Name Katherine Houlihan

7  
8 Title President  
9 Chairman of the Board, or President  
or any Vice President

10  
11 By KTHoulihan

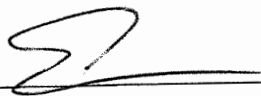
12  
13 Print Name Katherine R. Houlihan

14  
15 Title CEO  
16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
Officer, or any Assistant Treasurer

18  
19 Mailing Address:  
20 197 N. Sunnyside #101  
21 Clovis, Ca. 93611  
22 Contact: Katherine Houlihan  
Telephone: 559-325-6615

1 **CONTRACTOR:**

2 **AMERICAN TAX CREDITS GROUP INC.**

3  
4 By 

5  
6 Print Name ERIC SHA

7  
8 Title CFO / VICE PRES.  
9 Chairman of the Board, or President  
10 or any Vice President

11 By 

12  
13 Print Name ERIC SHA

14  
15 Title CFO / VICE PRES.  
16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:  
21 7060 N Fresno Street #230  
22 Fresno, CA 93720  
23 Contact: Eric Sha  
24 Telephone: (559) 322-4645  
25  
26  
27  
28

**ANTONIO M. GONZALES**  
**D.B.A. ANTONIO M. GONZALES**  
**INSURANCE AGENCY**

By

Title OWNERS

Telephone: (559) 930-7382



1 **CONTRACTOR:**

2  
3 **CELLPROS, LLC**

4 By 

5  
6 Print Name ANTONY AYODELE

7  
8 Title OWNER  
9 Chairman of the Board, or President  
10 or any Vice President

11 By 

12  
13 Print Name ANTONY AYODELE

14  
15 Title OWNER  
16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:  
21 5211 E. Kings Canyon, Suite 101  
22 Fresno, CA 93727  
23 Contact: Antony Ayodele  
24 Telephone: (559) 964-7764

25 Service Site Address:  
26 5211 E. Kings Canyon, Suite 101  
27 Fresno, CA 93727

28 2051 E. Shaw Avenue  
Fresno, CA 93722

3075 W. Ashlan Avenue  
Fresno, CA 93722

1 **CONTRACTOR:**

2 **FOREVER CARE, INC.**

3  
4 By Bonnie Smith

5  
6 Print Name Bonnie Smith

7  
8 Title President  
9 Chairman of the Board, or President  
10 or any Vice President

11 By Rosalind Church

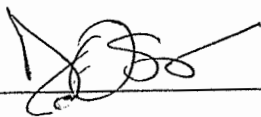
12  
13 Print Name Rosalind Church

14  
15 Title Secretary  
16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:  
21 5829 E. Alta  
22 Fresno, Ca 93727  
23 Contact: Bonnie Smith  
24 Telephone: 559-903-2661  
25  
26  
27  
28

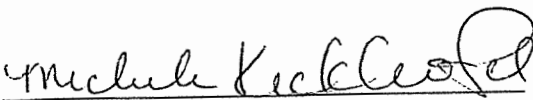
1 **CONTRACTOR:**

2 **GOODWILL INDUSTRIES OF SAN JOAQUIN VALLEY, INC**

3  
4 By  \_\_\_\_\_

5  
6 Print Name DENISE OST

7  
8 Title PRESIDENT & CEO  
9 Chairman of the Board, or President  
10 or any Vice President

11 By  \_\_\_\_\_

12  
13 Print Name Michele Kickhofel

14  
15 Title Director of Finance  
16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:  
21 129 S. Grant St  
22 Stockton, Ca 95202  
23 Contact: Gretchen Dobler  
24 Telephone: (209)466-2311

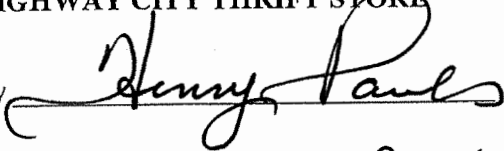
25  
26 Service Site Address:  
27 5150 Kings canyon Road  
28 Fresno CA, 93727

29  
30 3702 W. Shaw Ave  
31 Fresno CA, 93711  
32  
33  
34

1 **CONTRACTOR:**

2  
3 **HIGHWAY CITY COMMUNITY**  
4 **DEVELOPMENT D.B.A.**  
5 **HIGHWAY CITY THRIFT STORE**

6 By



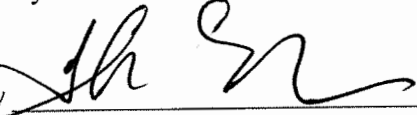
7  
8 Print Name

Henry Pauls

9  
10 Title

Chairman of the Board  
Chairman of the Board, or President  
or any Vice President

11  
12 By



13  
14 Print Name

Theresa Edwards

15  
16 Title

Secretary  
Secretary (of Corporation), or any  
Assistant Secretary, or Chief Financial  
Officer, or any Assistant Treasurer

17  
18  
19  
20 Mailing Address:

5472 W. Shaw Avenue

Fresno, CA 93722

Contact: Theresa Edwards

Telephone: (559) 271-8869

21  
22  
23  
24 Service Site Address:

4710 N. Polk Avenue

Fresno, CA 93722

1 **CONTRACTOR:**

2 **MBS ACCOUNTANCY CORPORATION**

3  
4 By 

5  
6 Print Name Cassidy Jakovickas

7  
8 Title President and CEO

9 Chairman of the Board, or President  
10 or any Vice President

11 By 

12  
13 Print Name Amanda Unger

14  
15 Title Business Manager

16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:

21 2300 Tulare St. Ste. 230

22 Fresno, Ca. 93721

23 Contact: Cassidy Jakovickas

24 Telephone: 559-421-7033

1 **CONTRACTOR:**

2  
3 **MIA BELLA FOODS**

4 By Michelle Coyle

6  
7 Print Name Michelle Coyle

8  
9 Title DIRECTOR OF HUMAN RESOURCES

10  
11 **Mailing Address:**

12 1828 E. Hedges Avenue

13 Fresno, CA 93703

14 Contact: Angela Sanchez

15 Telephone: (559) 498-7115

1 **CONTRACTOR:**

2 **PACE TECHNOLOGIES, INC. DBA PACE MEDICAL BILLING SERVICES**

3  
4 By 

5  
6 Print Name JOHN KOCHERGEN

7  
8 Title PRESIDENT

9 Chairman of the Board, or President  
10 or any Vice President

11 By 

12  
13 Print Name Debbie Kochergen

14  
15 Title Secretary

16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:

21 302 W. Fallbrook Ave. #105

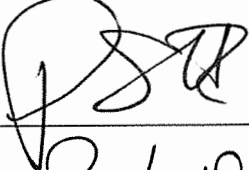
22 Fresno, Ca. 93711

23 Contact: John Kochergen

24 Telephone: 559-432-5570

1 **CONTRACTOR:**

2  
3 **PAUL M. SMITH II DBA LAW OFFICES OF PAUL M. SMITH II**

4  
5 By  \_\_\_\_\_

6  
7 Print Name Paul M. Smith II

8  
9 Title OWNER

10  
11  
12 Mailing Address:  
13 7161 N. Howard St. Ste. 206  
14 Fresno, Ca. 93720  
15 Contact: Paul M. Smith  
16 Telephone: 559-447-5291  
17  
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1 **CONTRACTOR:**

2  
3 **SEQUOIA HOME HEALTH**

4 By 

5  
6 Print Name

GARY BECKER

7  
8 Title

CEO

9 Chairman of the Board, or President  
10 or any Vice President

11 By 

12  
13 Print Name

ROY AMONIO

14  
15 Title

President

16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:

21 900 Pollasky Ave.

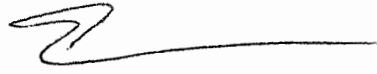
22 Clovis, Ca. 93612

23 Contact: Gary D. Becker

24 Telephone: (559) 765-4315

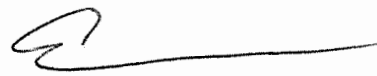
1 **CONTRACTOR:**

2  
3 **SHA INVESTMENTS, INC.**  
4 **DBA DELI DELICIOUS**

5 By 

6  
7 Print Name ERIC Sha

8  
9 Title President  
10 Chairman of the Board, or President  
11 or any Vice President

12 By 

13  
14 Print Name ERIC Sha

15  
16 Title President  
17 Secretary (of Corporation), or any  
18 Assistant Secretary, or Chief Financial  
19 Officer, or any Assistant Treasurer

20 Mailing Address:  
21 970 N Street  
22 Fresno, CA 93721  
23 Contact: Eric Sha  
24 Telephone: (213) 839-3217  
25  
26  
27  
28

1 **CONTRACTOR:**

2  
3 **STITCHMASTER CUSTOM EMBROIDERY**

4  
5 By Thomas T Nakazawa

6  
7 Print Name Thomas NAKAZAWA

8  
9 Title Owner

10  
11  
12 Mailing Address:

344 W. Bedford Ste. 101-102

13 Fresno, Ca. 93711

14 Contact: Thomas T. Nakazawa

15 Telephone: 559-549-5159

1 **CONTRACTOR:**

2  
3 **STUDENT NEST, INC.**

4  
5 By 

6  
7 Print Name Chander Joshi

8  
9 Title VP

10  
11 Mailing Address:

12 2121 Merced Street

13 Fresno, CA 93721

14 Contact: Chander Joshi

15 Telephone: (559) 486-1251

16 Service Site Address:

1 **CONTRACTOR:**

2 **VALLEY ADULT DAY HEALTH**  
3 **CARE CENTER, INC. D.B.A. VADHCC**

4 By Edward S Saliba

5  
6 Print Name EDWARD S. SALIBA

7  
8 Title Administrator  
9 Chairman of the Board, or President  
10 or any Vice President

11 By Edward S Saliba

12  
13 Print Name EDWARD S. SALIBA

14  
15 Title Administrator  
16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
18 Officer, or any Assistant Treasurer

19  
20 Mailing Address:  
21 1052 C Street  
22 Fresno, CA 93706  
23 Contact: Edward S. Saliba  
24 Telephone: (559) 454-0386  
25  
26  
27  
28

1 **CONTRACTOR:**

2  
3 **VIPL GLOBAL, INC. DBA CENTRAL VALLEY AUTO GLASS**

4 By Maria Guadalupe Aguilera

5  
6 Print Name Maria Guadalupe Aguilera

7  
8 Title President  
9 Chairman of the Board, or President  
or any Vice President

10  
11 By Maria Guadalupe Aguilera

12  
13 Print Name Maria Guadalupe Aguilera

14  
15 Title President  
16 Secretary (of Corporation), or any  
17 Assistant Secretary, or Chief Financial  
Officer, or any Assistant Treasurer

18  
19 Mailing Address:  
20 1333 S. Hazelwood Blvd.  
21 Fresno, Ca 93702  
22 Contact: Maria Guadalupe Aguilera  
23 Telephone: 559-268-8821  
24  
25  
26  
27  
28

**EMPLOYER LIST**

The following businesses were approved to participate in the Master Agreement for New Employment Opportunities (NEO) Expanded Subsidized Employment (ESE), No. A-14-277, and have agreed to the terms for Amendment II to the Master Agreement for NEO ESE.

A Better Choice Preschool

Advance Pain Solutions

AIS Market Research, Inc.

Alert-O-Lite

LCTC Inc. DBA All Care Equipment & Supplies

All Valley Automotive Inc.

AM Consulting Engineers

American Press, Inc.

American Tax Credits Group, Inc.

Ameriguard Security Services

Ameriguard Security Systems

Angel Contreras DBA Contreras Smog & Auto Repair

Anlin Industries DBA Monte Verde Windows & Doors

Anthony's Laser Leveling

Antiauun Evans DBA Clean Up Man

Antonio Gonzales Insurance Agency

AT Medical Transportation

Attentive Senior Care

Automotive Electronic Services, Inc.

IPT Inc. DBA Bad Habit Customs

Baker Distributing Company LLC

Musa Saraba DBA Baker's Auto Detail Inc.

Belen Sanchez Insurance Agency

Biodico Westside, LLC

BizAssure, LLC

Bobby Salazar's Mexican Food Products, Inc.

Boldt Contracting Inc. DBA D5 Enterprises

Burns and Whitaker

California Almond Buyers LLC

California Manufacturing and Engineering - Industrial BOOM Division

Amitabh U. Goswami D.O., Inc. DBA California Pain Consultants, Inc.

California TrusFrame

CardQuiry

CellPros LLC

VIPL Global DBA Central Valley Auto Glass

Central Valley Machining, Inc.

Charlie's Enterprises Inc. DBA OK Produce

John P. Carlson DBA Circle Automotive

City of San Joaquin

Community Pulmonary Associates

David Peck

Dawson-Mauldin Construction, Inc.

Delray Tire

Delta Care Inc.

Diaz Financial Services, Inc.

DLH Tools Inc. DBA SignMax

Dr. Gilbert Moran

Dr. Nicholas Orme MD Inc.



Dr. Nidhi Mehrotra, MD

Dynamic Coating

Edit, LLC

Eleventh Hour Rehab

Elite Comfort Home Care

EMTZ

Finca Financial Inc.

Fiore Di Pasta, Inc.

First Continental Mortgage (Starr) Inc.

First Health Medical Center of Fresno Inc.

First Pediatrics

FreshKo

Fresno Beverage Company, Inc. DBA Valley Wide Beverage Company

Fresno Economic Opportunities Commission

Fresno Marble and Granite

Fresno Medical Center Inc.

Frontier Fastener

Full Circle Brewing Company LTD LLC

Grass Creations

Great American Car Wash

Grossman Law Offices

Habitat for Humanity Fresno, Inc. DBA Habitat for Humanity Fresno County

Harris Construction

Haven's For Total Security, Inc.

Helados La Tapatia

Highway City Community Development DBA Highway City Thrift Store

Hunsaker Safety & Sign, Inc.

Ideal Care Centers Inc. DBA Ideal Care Centers

In-Home Respite and Caregivers

J. Colin Computing Systems, Inc. DBA J - I.T. Outsource

Jagdeep Singh Insurance Agency

Jane F Kardashian MD Inc.

Jawad Co, Inc.

Jim Cunningham

JP Landscaping

J.T. Truck Repair

Juan Gutierrez DBA Gutierrez Chiropractic

Jubilee Home Care, Inc.

Alex Inc. DBA K&A Medical Transportation

Katch Environmental Inc.

Kevin G. Little Esq.

L.T. Milwee

La Tapatia Tortilleria

Law Offices of Eric P. Escamilla

Law Offices of Jeremy K. Lusk

Law Offices of Paul M. Smith II

Lifestyle Furniture

Lifestyle Solar

Lighthouse Recovery Program Inc.

Linmore LED

Love & Garlic

Lyons Magnus, Inc.

Mark's Chevron

Matsubara Landscaping and Maintenance

MBS Accountancy Corporation

McMillan

Mia Bella Foods LLC

MidValley Pizza DBA Pacifica Pizza

MJ Avila

Monster City Studios Inc.

MQM Pizza DBA Pacifica Pizza

Myriad Shields Corporation

NanCom Communications LLC

Neighborhood Industries DBA Neighborhood Thrift & Neighborhood Recycling

NIACC-Avitech Technologies Inc.

Pace Technologies Inc. DBA PACE Medical Billing Services

Bertao Family Industries Inc. DBA Papa Murphy's Shaw/Blackstone

Param S. Fagoora, MD DBA Clear Vision Medical Center

PB Loader Corporation

Platinum Engineering Solutions, Inc.

Pleasant Mattress, Inc.

Prahalad B. Jojodia, M.D. DBA Digestive and Liver Disease Medical Center

Providence Horticulture

Rama's Interpretation and Translation Services

Rick Horowitz

S & S Casino Chairs, Inc.

Salter's Distributing

Scelzi Enterprises Inc.

Sequoia Home Health

Sha Investments, Inc. DBA Deli D Downtown

Snowflake Designs Inc.

Southeast Fresno Child Development Center

Stitchmaster Custom Embroidery

Student Nest, Inc.

Marcus Enterprises LLC DBA Subway 61180

Talons Landscaping

Tashjian Towers

The Brownie Baker, Inc.

Tomlin Scientific DBA Valley Industrial Products

Townsend House

Tree Of Life

Tri-F Consolidators, Inc.

United Way of Fresno County

Valley Adult Day Health Care

Valley Coffee LLC

Ventures 4LJR DBA Papa Murphy's Ca276

Z-Blinds Company, Inc.

### **SUMMARY OF SERVICES**

SERVICE: Expanded Subsidized Employment

CONTRACT PERIOD: May 20, 2014 – June 30, 2015 (\$3,000,000)  
July 01, 2015 – June 30, 2016 (\$3,000,000)  
July 01, 2016 – June 30, 2017 (\$3,000,000)  
July 01, 2017 – June 30, 2018 (\$3,000,000)  
July 01, 2018 – June 30, 2019 (\$3,000,000)  
July 01, 2019 – September 30, 2020 (\$3,000,000)

CONTRACT AMOUNT: \$18,000,000

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### **SUMMARY OF SERVICES**

The County of Fresno, Department of Social Services (DSS) will provide short term wage subsidies to qualified CONTRACTORS willing and able to hire California Work Opportunities and Responsibility to Kids (CalWORKs) Welfare-To-Work (WTW) participants. CONTRACTORS shall make good faith efforts to retain the subsidized employee upon completion of the Expanded Subsidized Employment (ESE) Program placement period.

The goal of the ESE Program is to provide WTW participants with long-term and transitional employment opportunities with public, private and non-profit jobs throughout Fresno County, and contribute to the development of a trained workforce in the Central Valley for the purpose of attracting and retaining employers.

**I. CONTRACTOR shall ensure the employment of a subsidized participant:**

1. Does not result in the displacement of currently employed and non-subsidized employees, impair existing contracts, or result in the substitution of ESE funds for other funds in connection with work that would otherwise be performed.
2. Shall be subject to the same hours of work, rules and regulations, rates of pay and accorded the same benefits as other employees of CONTRACTOR.
3. Shall be compensated equitably to similarly situated employees and will be no less than the minimum or prevailing wage.
4. Shall not be hired or remain working in any position when any person not supported by this Agreement is on layoff from the same or substantially equivalent job, or at a location affected by a labor dispute involving work stoppage.
5. Shall not infringe on promotional opportunities of non-subsidized employees.
6. Shall be provided with Worker's Compensation coverage and with safety instructions and equipment necessary for reasonable protection against injury and damage.
7. Shall not encompass political and/or sectarian activities, or the promotion or deterrence

of union organizing.

8. Shall provide a grievance procedure for participants which will include the requirements outlined in Manual of Policies and Procedures (MPP) Section 42-720.4, by this reference incorporated herein and at a minimum include:
  - a. Information about the employee's rights under the law regarding displacement by a subsidized participant.
  - b. Information about the informal resolution and formal hearing processes.
  - c. Specific requirements about how to submit a grievance.
  - d. Where to send the grievance.

A notice will be developed for CONTRACTOR's use and will be distributed to CONTRACTOR upon placement of a subsidized participant.

9. Shall not occur if a member of the subsidized employee's immediate family is CONTRACTOR or a person engaged in an administrative capacity for CONTRACTOR.

## **II. COUNTY RESPONSIBILITIES**

1. Refer eligible, job-ready CalWORKs participants to CONTRACTOR based upon expressed job requirements.
2. Provide potential employees with basic employment skills training, or certify that the participant has sufficient workplace skills to be successful in the job considered based on prior work history. Workplace skills may include, but are not limited to the following:
  - a. Attendance
  - b. Timeliness
  - c. Appropriate Dress
  - d. Communication
  - e. Conflict Resolution
3. Coordinate with CONTRACTOR to acquire specific training and/or certification as may be required.
4. Ensure each subsidized employment participant has an assigned case manager.
5. Work with the subsidized employment participant to address barriers to employment, within the scope and limitations of the CalWORKs program, including but not limited to assistance with transportation, child care, clothing, tools and equipment.
6. Meet with CONTRACTOR prior to acceptance of a participant as a subsidized employee, and as often as necessary thereafter, to explain the terms, conditions, requirements and procedures related to the administration of the program.
7. Establish formal communication pathways to facilitate communication between CONTRACTOR, DSS, and the Economic Development Corporation serving Fresno County (EDC), a contractor of the County of Fresno.
8. Provide a notice for CONTRACTOR use which contains information regarding non-subsidized employee rights to file displacement grievances, in accordance to All County

Information Notice No. I-33-13, by this reference incorporated herein.

9. Ensure the WTW participant is eligible for the ESE Program in accordance with Federal and State requirements, prior to authorization of a subsidized employment placement.
10. Notify CONTRACTOR verbally or in writing, and provide a thirty (30) day notice of subsidy termination as soon as the subsidized employee's case becomes discontinued, thereby resulting in his/her ineligibility for wage subsidy for the ESE Program, in accordance with Federal and State requirements. In some instances, the subsidized employee will have a thirty (30) day window to correct the action that resulted in discontinuation of his/her case. CONTRACTOR shall make a good faith effort to retain the WTW participant as a non-subsidized employee.

### **III. CONTRACTOR RESPONSIBILITIES**

1. Attend a mandatory ESE Program orientation prior to employment of a WTW participant.
2. Register on the ESE website at: <https://ready2hire.org> and create an account to manage employment requests, new hire information, and subsidized employment placements.
3. Complete a monthly online invoice and evaluation for each subsidized employee.
4. Designate a private location on site and permit DSS or EDC staff to speak with the subsidized employee at the work site, if necessary.
5. Inform DSS or EDC of job performance issues as they are identified to seek resolution prior to termination.
6. Notify EDC within five (5) working days of any significant changes to a subsidized employment placement; such changes may affect the subsidized employee's eligibility for services through DSS or eligibility to participate in the ESE Program provided by this Agreement. Significant changes may include, but are not limited to, the following:
  - a. Termination or resignation
  - b. Extended breaks in employment
  - c. Change in wage rate
  - d. Change in total average hours worked per week
  - e. Change in work schedule, particularly if the work schedule is not within normal working hours (8:00am to 5:00pm)
7. Review Civil Rights Training information provided by COUNTY's DSS with all employees annually, and verify completion of such training as required for all entities receiving Federal or State funding for Social Service programs, including but not limited to subsidized employment.

### **IV. ESE PROGRAM PARAMETERS:**

1. CONTRACTOR shall be named the subsidized employee's employer of record and hold responsibility for all employee wages, taxes and other costs, as required by Federal and State rules and regulations.
2. CONTRACTOR shall be subsidized only for actual wages paid, in accordance to the tiered payment identified in section IV.5 and IV.8 below. Holiday time off will not be

subsidized.

3. Overtime hours worked and paid sick leave are eligible for subsidies and must be in compliance with Federal and State Overtime rules and regulations.
4. Reimbursement for non-wage costs required for employment may be requested by CONTRACTOR, and will be considered on a case-by-case basis and granted at the discretion of COUNTY's DSS Director or designee. Prior to hiring a subsidized employee CONTRACTOR must provide a clearly stated, written request for specific non-wage expense(s) for each job that CONTRACTOR seeks to fill through the ESE Program. Non-wage costs may include but are not limited to drug tests, training, equipment, and tools.
5. The initial subsidized employment placement shall be twenty-six (26) weeks in duration. The first thirteen (13) weeks will be subsidized at 100% of wages earned, and the remaining thirteen (13) weeks will be subsidized at 75% of wages earned, in accordance to the following subsidy payment structure.

Initial Placement	
Placement Week	Subsidy Rate
1 – 13	100%
14 – 26	75%

6. CONTRACTOR shall make a good faith effort to retain the subsidized employee as a permanent employee after the initial twenty-six (26) week placement. DSS may terminate any CONTRACTOR participation if CONTRACTOR fails to provide a good faith effort to retain subsidized employees.
7. CONTRACTOR may request up to two (2) separate extensions for placement subsidies. Extension requests will be considered on a case-by-case basis and will be granted at the discretion of the COUNTY's DSS Director or designee.
8. Each extension shall be thirteen (13) weeks in duration and limited to a maximum of two (2) extensions for each subsidized employee. The first thirteen (13) week extension shall be reimbursed at 50% of wages earned, and the second thirteen (13) week extension shall be reimbursed at 25% of wages earned, in accordance to the following subsidy payment structure.

Extension Placements	
Placement Week	Subsidy Rate
27 - 39	50%
40 - 52	25%

9. Extension requests shall be submitted to COUNTY's DSS no later than thirty (30) days prior to the end date of the current subsidized employment placement.
10. Approval of extensions must contribute to the likelihood of one of the following criteria:
  - a. The participant obtaining unsubsidized employment with CONTRACTOR; or
  - b. The participant obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.