

Expanded Subsidized Employment



About Your Business

2. Name of Employer Representative: Name _____
Title _____

We will send reimbursements to this address.

5. Employer Email Address:

10. Type of Organization:	11. Describe the nature of your business
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12. Employer referred by:

☐ Self ☐ DSS staff ☐ Voucher

☐ MCWIC Staff

☐ Other Community Based Organization

Name of ESE Contact:

Employer Application

Positions

Please describe the positions you plan to hire through the ESE Program:

Job Title	Number of Positions	Starting Hourly Wage	Anticipated Weekly Hours

Minimum Qualifications

Yes No

13. I agree that my business is not in default on payroll taxes or business taxes.

☐☐

14. I agree that all employees under this agreement will be paid *at least* the State Minimum Wage Rate, currently \$16.50 per hour.

☐☐

15. I agree to comply with all applicable labor laws regarding employee health care, paid sick leave and minimum wages.

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For more information regarding these labor laws, visit the Office of Labor Standards Enforcement website. <http://www.dir.ca.gov/dlse/>

16. I agree to pay payroll taxes, including Federal Insurance Contribution Act (FICA), California Unemployment Insurance, State Disability Insurance, and Worker's Compensation Insurance, as well as the costs of supervision, any necessary equipment and any other normally provided employee benefits. I also agree to be the employer of record.

☐☐

17. I agree to document the above mentioned costs.

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DSS will provide instructions and an invoice that will assist you in documenting these costs.

Required Documents

18. Worker's Compensation:

Proof of liability insurance and worker's compensation.

19. Complete W9 Form

Employer Agreement and Requirements

Agreement, Requirements, and Additional Information

1. Under this agreement, the Madera County Department of Social Services (DSS) will reimburse Employer for wages paid to eligible and approved Employees as described below.
 - a. DSS will reimburse employer:
 - 100% of wages paid for 1st & 2nd month.
 - 50% of wages paid for the 3rd & 4th month.
 - 25% of wages paid for the 5th & 6th month.
 - Note: DSS will reimburse for wages ONLY up to \$25 an hour. Wages paid in excess of \$25 an hour are the sole responsibility of the employer.
 - Employer is expected to retain Employee(s) as a fully unsubsidized employee(s) once the reimbursement period ends.
 - Employees MUST work a minimum of 20 hours a week to be eligible for the reimbursement.
2. DSS has the right to approve or not approve Employer(s) at its sole discretion, based on program needs, budget limitations and Employer suitability to participate in this program.
3. Criteria to be used to evaluate Application/Agreement will be:
 - a. Employers having demonstrated fiscal capacity in having the ability to retain Employees once subsidy ends.
 - b. Completeness of Application.
 - c. Employer providing job opportunities consistent with the skills present in the job candidate pool.
 - d. Employers having experience in managing a workforce.
 - e. DSS may require Employer applicants to supply additional information or documentation to support this application.
 - f. All individuals hired under this Expanded Subsidized Employment Program shall be hired as regular members of the Employer's work force and are subject to the same conditions of employment as the Employer's other regular employees, including periodic wage increases for performance or termination for unsatisfactory performance. Other conditions of employment include the following:
 - The Employee is on the Employer's regular payroll.
 - The Employee receives the same benefits as the employees on the Employer's regular payroll performing similar work.
 - The Employee receives the same starting wage and other wage increases as other employees performing similar work.
 - If Employee is performing work not being performed by other employees, Employer will pay a starting wage consistent with the prevailing wage in the local labor market.

- The Employee is provided special clothing or equipment if such is provided to the Employer's regular employees performing similar work.
 - The Employee is provided supervision and training in the occupation for which the individual is hired in order to obtain transferable skills.
 - Employer agrees to contact DSS representatives should problems arise with Employee's work performance in an effort to mediate any issues or problems that impairs Employee's ability to perform to Employer's satisfaction.
4. Employer agrees to provide DSS Employee's employment status information once the DSS subsidy ends.
 5. Employers must submit Employment Verification Forms PRIOR to the employee's start date.
 6. Employers must receive approval of the wage rate PRIOR to the employee's start date.
 7. Employer may not exceed the number of ESE employees authorized by DSS.
 8. Respondent further understands that this Wage Subsidy Application/Agreement shall be terminated:
 - a. Automatically upon termination of the Employee(s); or,
 - b. Upon written notice by the County when the County has determined that the Employer has failed to comply with any part of the application/agreement; or,
 - c. When DSS determines the Employer is not acting in good faith to carry out the terms of this application/agreement.
 9. Employers will not be reimbursed for any wages paid to Employee PRIOR to DSS approval of the Employer Application for ESE.
 10. Respondents will bill DSS monthly for reimbursement of actual wages paid for each approved employee. Included with the invoices must be copies of payroll records and/or time cards of the Employee(s) to provide verification of employment hours and wages and benefits paid during the billing period. DSS will not honor invoices without payroll verification. The Employer shall bill promptly. DSS reserves the right to disallow any claim filed more than 45 days following termination of this Agreement.
 11. ESE employees may not be related by blood or marriage to the Employer nor should they receive any favorable treatment for participation if related to any other employees.
 12. Employers may not hire laid-off staff to their former positions. Employees may not have been an active employee of the Employer in the past 30 days prior to this Agreement. Employer further certifies that Employee was not subject to lay-off or otherwise terminated for the express purpose of being re-employed under this Agreement. This program is intended to add to your workforce, not subsidize your current workforce. All applicable federal, state, municipal and local standards for health and safety in work and training situations, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments hereto, will be maintained.

Employer Agreement and Requirements

13. Employer shall permit the County, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from all records, books, papers, and other documents related to this Agreement. The rights of County pursuant to this Section shall remain in effect so long as Employer has the federal and state obligations to maintain such files, records, books, invoices, documents, payrolls and other data.
14. Employer will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Employer shall not discriminate on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam-era Veteran's Status, political affiliation, or any other non-merit factors.
15. No individual shall be discriminated against solely because of his or her status under this Agreement.
16. Individuals shall be compensated at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary of Labor, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or if higher, under the applicable state or local minimum wage law.
17. Employer will comply with the provisions of the Immigration Reform and Control Act of 1986, which requires employers to verify that all employees are eligible to work in the United States as legal residents of the United States.
18. This Agreement shall not impair existing contracts for service or collective bargaining agreements. Terms of this Agreement shall be undertaken only with written concurrence of the labor organization concerned.
19. Employer understands that fraudulent claims or actions under this Agreement are subject to criminal penalties and the County may invoke all remedies available to it in the event of such fraud. Examples of fraud would be submitting a false invoice requesting reimbursement on wages that have not been paid, or invoicing for employees who did not perform any work during the invoicing period.
20. Employer has a "Permit to Employ and Work" on file during the term of employment of any minors hired under this Agreement, and will comply with all labor laws applicable to the employment of a minor.
21. Employer shall provide Worker's Compensation insurance for the Employee at Employer's own cost and expense and further, neither the Employer nor its carrier shall be entitled to recover any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement. Employer shall provide evidence of this insurance coverage with this application.

Employer shall provide comprehensive general liability insurance protection, and, if the Employee will operate a motor vehicle as part of his/her job responsibilities, shall also provide comprehensive automobile liability insurance. Employer shall provide evidence of this insurance to the County upon request.

Employer Agreement and Requirements

Agreement Signature

By signing below, you agree to abide by the conditions and requirements described in pages 3 and 4 of this document.

IN WITNESS WHEREOF, this APPLICATION/AGREEMENT is executed by and on behalf of the parties hereto and the parties hereby acknowledge that they are authorized to bind their respective organizations.

Name:

Title:

Authorizing Signature

Date:

Deborah Martinez

Director

Department of Social Services

Authorizing Signature

Date: