



## Subsidized Employment Program Employer Agreement

This Employer Agreement is hereby entered into between \_\_\_\_\_ (Employer) and the AC HIRE Partner - Oakland Private Industry Council. This Employer Agreement identifies the conditions with which the Employer must comply in order to participate in the AC HIRE Subsidized Employment Program and receive a wage subsidy.

**NAME OF EMPLOYEE:** \_\_\_\_\_ **SSN:** \_\_\_\_\_

**ADDRESS OF WORK LOCATION:** \_\_\_\_\_

**DATE OF HIRE:** \_\_\_\_\_ **STARTING WAGE:** \_\_\_\_\_

**HOURS OF WORK PER PAY PERIOD:** \_\_\_\_\_

**START OF SUBSIDY PERIOD:** \_\_\_\_\_ **END OF SUBSIDY PERIOD:** September 30, 2010

**1) The Employer agrees to treat \_\_\_\_\_ (Name of employee) as a regular employee of their company. This means that the Employer agrees to:**

- Ensure that he/she is hired and treated as a regular and typical member of the Employer's work force, subject to the same terms and conditions of employment as other employees.
- Ensure that he/she is a member of the Employer's regular payroll and is subject to all tax and social security withholdings as required by state and federal law.
- Ensure that he/she is employed either on a part time or on a full time basis throughout their subsidy period.
- Ensure that he/she is provided the same benefits, starting wages, wage increases and other opportunities as any other employees who are performing the same or similar work.
- Ensure that health, safety and working conditions are maintained at or above levels generally accepted in the Employer's business, industry and as required by law.
- Ensure that the person subject to this Employer Agreement is provided a current job description and training to the degree necessary for the employee to satisfactorily perform their job.
- Ensure that the individual hired subject to this agreement is not displacing an existing employee.
- Ensure that the person subject to this Employer Agreement is provided sick leave, holiday and vacation benefits in accordance with the Employer's rules applicable to other similarly experienced employees.

**2) The employee covered by this agreement may be terminated for the following reason:**

- The employee does not perform according to the standards and expectations of a non-subsidized employee who holds the same or a similar position.



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### **3) Wage Subsidy Compensation:**

- The County shall reimburse the Employer for 80% of the wages and wage related taxes including Social Security, Medicare, State and Federal Unemployment Tax for the individual employee under the terms of this agreement. The subsidy period will end on September 30, 2010.
- The Employer acknowledges that they are only eligible for a wage subsidy if the Supervisor of the subsidized employee is not funded by grant funds that are Federal in origin.
- The Employer will be required to submit to SSA a completed W-9 and an Add Vendor form with the submission of the signed Employer Agreement. A 1099 form will be furnished to the Employer to report all wage subsidy income earned.
- The Employer shall invoice the County's designated Employer Agent for wage subsidy compensation on a monthly basis.
- The Employer will be reimbursed monthly based upon the number of completed pay periods in the month.
- The Employer will submit the completed Wage Reimbursement Form to the County's designated Employer Agent within five (5) business days after the end of each month. Failure to submit a complete form could delay payment.
- The Employer will receive wage reimbursement from the Employer Agent within five (5) business days of submitting a complete Wage Reimbursement Form.
- The Federal Government has determined that the Alameda County Social Services Agency can claim 25% of the total employee wages and employer taxes paid on behalf of a subsidized employee as Third-Party Match for the total costs of Alameda County's subsidized employment program. The Employer agrees to allow the County to use the supervisory costs as a Third Party Match for the total costs of the County's Subsidized Employment Program. The Employer will not be reimbursed for these costs.
- The Employer will provide information on the costs incurred to supervise the subsidized employees each time they submit a Wage Reimbursement Form.

### **4) The County may terminate this agreement for the following reason:**

- It is determined by the County that the Employer is not complying with the terms of this agreement.
- The employee named in this agreement is no longer employed by the Employer.

### **5) Duration of this Agreement:**

This Employer Agreement will commence on \_\_\_\_\_ and is effective until September 30, 2010.



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### 6) Statement of Non-Agency

Both parties agree that this Employer Agreement is not intended to create, nor does it create, conditions whereby either party is the “Agent” of the other for any purpose not specifically identified in the Employer Agreement. The County’s and the AC HIRE collaborating partners’ responsibilities under the Employer Agreement is strictly limited to referring applicants to the Employer for participation in the AC HIRE Program and paying the agreed subsidy rate. The Employer agrees to be responsible for all training, payroll, worker safety and insurance responsibilities commonly associated with persons and entities that employ others.

### 7) Indemnity

The parties to this Employer Agreement agree that Alameda County Social Services Agency (ACSSA), Alameda County and the AC HIRE collaborating partners are not responsible for any property damage or personal injury that may be caused or claimed by any person referred to the Employer and/or who participates in the program. The Employer agrees to indemnify ACSSA/Alameda County and the AC HIRE collaborating partners for any such claims that are ordered to be paid to or as a result of the actions taken by a participant under this Employer Agreement.

Employer’s Company Name	Contact Person	Phone / Fax	Tax ID#
Business Address		City, State, Zip Code	

The parties below hereby agree to the provisions of this agreement as outlined above.

<hr/> <b>Name and Title of Company Authorized Representative (Print)</b>	<hr/> <b>Oakland Private Industry Council</b> AC HIRE Agency
<hr/> <b>Authorized Representative (Signature)</b>	<hr/> <b>AC HIRE Representative (Print)</b>
<hr/> <b>Date</b>	<hr/> <b>AC HIRE Representative (Signature)</b>
<hr/> <b>Date</b>	<hr/> <b>Date</b>