

**SANTA BARBARA COUNTY DEPARTMENT OF SOCIAL SERVICES
JOBS PROGRAM AGREEMENT**

Business Name: Good Samaritan Shelter
Contact Person: Sylvia Barnard Phone: (805) 331-0877
Address: 245 E. Inger, Drive, Suite #103B Fax: (805) 346-8656
City, ST ZIP: Santa Maria, CA 93458 E-mail: goodsamshelter@gmail.com

IRS Employer ID Number:

This Agreement is made and entered into by and between the County of Santa Barbara hereinafter referred to as COUNTY and GOOD SAMARITAN SHELTER hereinafter referred to as CONTRACTOR. The terms of this Agreement shall extend to **June 30, 2027**.

1.
 - A. CONTRACTOR shall hire all individuals participating in the JOBS Program as an Employee of the Employer's work force and Employer as the employer of Record, exclusively for the COUNTY's JOBS Program.
 - B. COUNTY and CONTRACTOR agree that they are not acting as a joint employer with respect to the Employees that CONTRACTOR may employ as the employer of record, during the period of this Agreement. As the employer of record, CONTRACTOR shall comply with and be fully responsible and liable for compliance with all applicable laws, regulations, orders, and directives concerning labor and employment of the Employees. CONTRACTOR shall also comply with all laws, requirements, and rules relating to the JOBS Program.
 - C. CONTRACTOR shall provide individuals with work site policies and procedures, working conditions, and appropriate dress and work site responsibilities.
 - D. CONTRACTOR shall have the individuals on the regular payroll.
 - E. CONTRACTOR shall provide the same working conditions as regular employees, including adequate workspace, safety, and health protections.
 - F. CONTRACTOR shall provide supervision and training in the occupation for which the individual is hired in order to obtain transferable skills.
 - G. CONTRACTOR agrees to provide the Employee with at least two performance evaluations during the six-month subsidy period.
 - H. CONTRACTOR agrees to allow reasonable work time (paid) for Employee to attend job interviews, and in the last month of subsidy, if CONTRACTOR will not retain the Employee as a fully unsubsidized employee, agrees to assist the Employee's transition to unsubsidized employment by allowing reasonable work time (paid), not to exceed four (4) half days, for Employee's participation in supervised job search efforts monitored by the COUNTY. Verification of employee participation in supervised job search shall be provided by COUNTY to CONTRACTOR upon request.
 - I. CONTRACTOR shall report any performance issues or problems immediately to the Department of Social Services (DSS) JOBS Coordinator.

J. CONTRACTOR shall cooperate with monitoring and evaluations of individuals conducted by DSS, such as site visits.

K. CONTRACTOR retains the right to terminate the Employee if work performance is unsatisfactory. A written explanation of such termination and a statement regarding conditions under which the participant would be considered for re-employment shall be provided. The participant shall be referred back to the COUNTY.

L. CONTRACTOR shall display the "NOTICE TO EMPLOYEES" displacement grievance poster that is provided by DSS in a place accessible to individuals at work site.

M. CONTRACTOR shall not violate workplace displacement rules as described in the Welfare to Work Manual of Policies, Section 472-701 and outlined in "NOTICE TO EMPLOYEES."

N. Notices/Forms should be submitted to:

Santa Barbara County Department of Social Services
2125 S. Centerpointe Pkwy.
Santa Maria, CA 93455

Program Support: Adriana Rubio, Department Business Specialist
Agreement: Tricia Beebe, Procurement and Contracts Manager

2.
 - A. The COUNTY will reimburse CONTRACTOR up to \$2,704.00 per month, per Employee for the first six (6) months and up to \$1,300.00 per month, per Employee if eligible for an additional six (6) months of the monthly wages paid to eligible and approved Employee(s) under this agreement, not to exceed program requirements as stated in B and C below.
 - B. The \$2,704.00 or \$1,300.00 monthly subsidy shall never exceed the wages actually paid to the Employee. Partial months, such as the initial month in which an Employee is hired, final month when an Employee is terminated from employment, or when an Employee is absent from work when an Employee does not work a full month due to non-allowable or reimbursable reasons, are eligible to receive the subsidy but shall be limited to the actual wages paid, not to exceed \$2704.00 or \$1,300.00.
 - C. Employee(s) wage reimbursement period shall not exceed six (6) months (26 weeks) and a maximum total subsidy of \$16,224.00 and additional six (6) months (26 weeks) and a maximum total subsidy of \$7,800.00 for each Employee during the 12-month period.
 - D. For the term of this Agreement, the total contract amount shall not exceed a maximum of **\$120,000**.
3. CONTRACTOR shall invoice the COUNTY monthly within the first 10 days of the month following the invoice month. Copies of Employee payroll records and time cards with Employee and Supervisor signatures to verify wages paid during the billing period must be included. The COUNTY will not honor invoices without payroll verification. The COUNTY reserves the right to disallow any claim filed more than 30 days following termination of this Agreement.
4. CONTRACTOR understands that this Agreement shall be terminated automatically upon termination of the participant's employment with CONTRACTOR. .
5. CONTRACTOR shall ensure the JOBS participant is not related by blood or marriage to the Employer, nor should they receive any favorable treatment for participation if related to any other employee.

6. CONTRACTOR 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.
7. In addition to item 7 in the County's Standard Terms and Conditions, CONTRACTOR agrees to maintain records relating this agreement for a period of four (4) years from the termination date or until all audits are resolved, whichever is later. Additional records that must be maintained are:
 - A. Employee Time/Attendance records.
 - B. Record of payments received for reimbursement.
 - C. Employee payroll records.
8. CONTRACTOR shall provide Workers' Compensation insurance for the Employee at the Employer's own cost and expense; further, neither the Employer nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement. **Employer shall provide evidence of Workers' Compensation Insurance coverage with the Application.**
9. CONTRACTOR shall provide comprehensive general liability insurance protection; if the Employee will operate a motor vehicle as part of their job responsibilities, the employer must provide comprehensive automobile liability insurance.
10. CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.
11. CONTRACTOR 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.
12. CONTRACTOR will comply with the following Federal laws:
 - A. Section 504 of the Rehabilitation Act of 1973, as an extension of Affirmative Action and nondiscrimination to disabled persons. Section 504 provides that qualified handicapped individuals shall not be "excluded from participation in, denied the benefit of or is subject to discrimination under any program or activity receiving Federal assistance."
 - B. As in Section 503 of the Rehabilitation Act of 1973, employers must make reasonable accommodation to the disabilities of applicants and employees. As providers of service, recipients of Federal funds are required to make programs in existing facilities accessible to handicapped persons and to operate their programs in a nondiscriminatory manner. Although these regulations apply to recipients of Federal assistance from the Department of Health and Human Services, all Federal departments and agencies are required to follow these general standards in promulgating regulations and implementing Section 504.
13. CONTRACTOR agrees to comply with 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.
14. CONTRACTOR ASSURANCE FOR COMPLIANCE

CONTRACTOR agrees 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 11135-11139.8, as amended; California Government Code Section 12940; 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, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis 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 CONTRACTOR gives its 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 CONTRACTOR 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) Division 21, will be prohibited.

CONTRACTOR 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 COUNTY, 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, COUNTY and 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 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

15. CONFIDENTIALITY INFORMATION

CONTRACTOR shall safeguard confidential information in accordance with applicable law, including Welfare and Institutions Code section 10850, et seq., and California Department of Social Services Manual of Policies and Procedures Division 19.

NOTE: The Standard Terms and Conditions for contracting with an Independent Contractor (Exhibit A) will be included with the federal provisions (Exhibit B), and made part of this contract.

The above constitutes the parties' mutual agreement for the referral and placement of participants with Good Samaritan Shelter under the JOBS Program.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

GOOD SAMARITAN SHELTER

Daniel Nielson
Director

Sylvia Barnard
Executive Director

Date: _____

Date: _____

EXHIBIT C

Indemnification and Insurance Requirements (For All Agreements with Good Samaritan)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A

party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.

6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.