



Contract Number

N/A

SAP Number

N/A

Workforce Development Department

Department Contract Representative

Telephone Number

Contractor

Contractor Representative

Telephone Number

Contract Term

Original Contract Amount

Amendment Amount

Total Contract Amount

Cost Center

See Term Section below

N/A

N/A

N/A

N/A

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement, is entered into by and between the County of San Bernardino, through its Workforce Development Department (WDD) and the _____ (Worksite). WDD and Worksite are individually referred to herein as "Party" and collectively as "Parties."

I. Worksite Responsibilities

The Worksite shall provide work placement training to the students/participants (Students/Participants) of those educational institutions with which WDD has contracted (Schools) and shall:

1. Permit access for Students/Participants as necessary to participate in required work experiences.
2. Designate appropriate personnel to coordinate the Student's/Participant's placement experiences, and inform Students/Participants of all applicable policies and regulations of the Worksite.
3. Provide and maintain the records and reports of the Students/Participants in accordance with all applicable laws, regulations, and policies, including but not limited to, privacy and confidentiality during their placement experiences.
4. Permit and encourage employees of the Worksite to participate in the instructional phase of the placement experiences.
5. When practical, permit the Worksite's management or other designated personnel to attend meetings of the WDD's placement staff, or any committee thereof, to coordinate the placement experiences provided for under this Agreement.
6. Recommend to the WDD the withdrawal of a student/participant for reasons not limited to: (a) the achievement, progress, adjustment or health of the student/participant does not warrant continuation at the Worksite, (b) excessive absences, (c) Student/Participant poses a health and safety risk to himself, herself or others, (c) the Student/Participant has violated Worksite policy or State and/or Federal law, (d) the behavior of the Student/Participant fails to conform to the applicable policies of the Worksite.

7. Comply with all applicable Federal, State and local laws and regulations, including but not limited to, those regarding employment, discrimination, safety, and health, providing a drug-free workplace pursuant to the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), California Fair Employment and Housing Act (California Government Code section 12900 et seq.), and all applicable County and WDD policies and procedures; Worksite shall promptly report to WDD and Foundation for California Community Colleges any claims of harassment, discrimination, and/or claims of any violation of law governing Student/Participant's employment.
8. Inform WDD and Foundation for California Community Colleges if any position is subject to any state, federal, or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
9. Accurately track and provide to WDD and the Foundation for California Community Colleges a time record for all hours worked by the Student/Participant on a bi-weekly basis.
10. Comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health, local county, or any other applicable government entity.
11. Provide the Student/Participant with the same working conditions which are available to other employees of the Worksite.
12. Provide Students/Participant with supervision, training, safety instructions, and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the Worksite.
13. Ensure that the Student's/Participant's placement in a job position does not result in the displacement or partial displacement of current employees, including, but not limited to, a reduction in regular work hours and overtime hours, wages, or employment benefits.
14. Notify WDD and the Foundation for California Community Colleges immediately if a case of COVID-19 is detected at the Worksite, which includes but is not limited to an instance where a Student/Participant or Worksite staff test tests positive for COVID-19, or a third-party that closely interacts with Student/Participant or Worksite staff tests positive for COVID-19.

II. WDD Responsibilities

The WDD shall:

1. Designate a staff member of the WDD who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students/Participants with the Coordinator designated by the Worksite.
2. Provide the names of Students/Participants sufficiently in advance to allow convenient planning of schedules. Students/Participants assigned for placement experiences at the Worksite shall be subject to the supervision and direction of the Worksite.
3. Require every student/participant to conform to all applicable Worksite policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Worksite, WDD, and School.
4. Ensure that Students/Participants have been provided with information and education necessary to enable them to function safely and effectively.
5. In consultation and coordination with the Worksite, will arrange for periodic conferences between appropriate representatives of the Worksite, WDD, and School to evaluate the placement experience program provided under this Agreement.
6. Provide for the orientation of Students/Participants assigned to the Worksite.
7. Contract with a vendor (Vendor) to be employer of record for the Student/Participant. Worksite shall not be responsible for those services provided by Vendor. Vendor shall provide on-boarding assistance, respond to employee relations issues, provide payroll services, provide leave management tracking, track workers' compensation claims, and track unemployment claims.

In the event of ambiguity as to what services are to be provided by Vendor, Worksite shall clarify with WDD.

III. Term and Termination

This Agreement shall be effective for a three (3) year term, commencing on the last date of the execution of this Agreement by both Parties and shall automatically renew for two (2) successive one (1) year terms thereafter unless extended by the mutual written consent of the Parties. This Agreement may be terminated at any time, with or without cause, by either Party after giving the other Party thirty (30) days advance written notice of its intention to terminate.

IV. Indemnification

The Worksite agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and the Foundation for Community Colleges and their authorized officers, employees, agents and volunteers (indemnified parties) from any and all claims, actions, losses, damages and/or liability arising out of this contract and to the extent arising from any breach, negligence, recklessness or intentional act of the Worksite or any employee, officer, agent or representative of the Worksite.

V. Insurance

1. All policies, except for Worker's Compensation and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
2. Waiver of Subrogation Rights. The Worksite shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Worksite and Worksite's employees or agents from waiving the right of subrogation prior to a loss or claim. The Worksite hereby waives all rights of subrogation against the County.
3. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
4. Severability of Interests. The Worksite agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Worksite and the County or between the County and any other insured or additional insured under the policy.
5. Proof of Coverage. The Worksite shall furnish Certificates of Insurance to the WDD evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the WDD, and Worksite shall maintain such insurance from the time Worksite commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Worksite shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
6. Acceptability of Insurance Carrier. 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 "Best" Insurance Guide rating of "A- VII".
7. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

8. Insurance Review. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Worksite agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the 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 the County.
9. The Worksite agrees to provide insurance set forth in accordance with the requirements herein. If the Worksite uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Worksite agrees to amend, supplement or endorse the existing coverage to do so.
10. Without in anyway affecting the indemnity herein provided and in addition thereto, the Worksite shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - i. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Worksite and all risks to such persons under this contract. If Worksite has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Worksites that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - ii. Commercial/General Liability Insurance – The Worksite shall carry General Liability Insurance covering all operations performed by or on behalf of the Worksite providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The Commercial/General Liability Insurance Policy shall name the Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. The policy coverage shall include:
 1. Premises operations and mobile equipment.
 2. Products and completed operations.
 3. Broad form property damage (including completed operations).
 4. Explosion, collapse and underground hazards.
 5. Personal injury.
 6. Contractual liability.
 7. \$2,000,000 general aggregate limit.
 - iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Worksite is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Worksite owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- iv. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

VI. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

VII. Integration Clause

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.///

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IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF SAN BERNARDINO WORKFORCE DEVELOPMENT DEPARTMENT

Name:
Title:
Address: 290 North D Street
Suite 600
San Bernardino, CA 92415-0046

Date:

Name:
Title:
Address:

Date:

APPROVED AS TO LEGAL FORM:

Name: Sophie A. Akins
Title: Deputy County Counsel

Date: