



**Contract Number**

N/A

**SAP Number**

N/A

## Workforce Development Department

**Department Contract Representative** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_

**Contractor** \_\_\_\_\_  
**Contractor Representative** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Contract Term** See Term Section Below  
**Original Contract Amount** N/A  
**Amendment Amount** N/A  
**Total Contract Amount** N/A  
**Cost Center** N/A  
**Grant Number (if applicable)** N/A

### IT IS HEREBY AGREED AS FOLLOWS:

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

**WHEREAS**, Worksite is a local employer that provides WDD program participants with work experience opportunities ("Participants"), which require or benefit from off-site learning experiences (hereinafter referred to as "Programs"); and

**WHEREAS**, it is to the mutual benefit of the parties hereto that Participants have opportunities to obtain work experience in the job market to benefit the future career, employment, and education of the youth;

**WHEREAS**, WDD has retained the services of LevelUp HR, Inc., (the "Employer of Record") to serve as the employer of record for Participants in the Programs;

**WHEREAS**, Worksite agrees to provide Participants with work and learning experience at those of its business location(s) identified herein (singularly, "Location" and multiple "Locations"); and

**WHEREAS**, County and Worksite desire to enter into this Agreement to address the terms and conditions under which Worksite shall provide work experience to Participants at such Locations; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

## **I. Worksite Responsibilities**

The Worksite shall provide work placement training to the Participants, individually referred to herein as "Participant" and collectively as "Participants", and shall:

1. Permit access for Participants as necessary to participate in required work experiences at the following Locations (*Identify all the locations in San Bernardino County the worksite agrees to provide work experience*) :
  - [INSERT ADDRESS]
  - [INSERT ADDRESS]
2. Designate appropriate personnel to coordinate the Participant's placement experiences and inform Participants of all applicable policies and regulations of the Worksite.
3. Provide and maintain the records and reports of the Participants in accordance with all applicable laws, regulations, and policies, including but not limited to, privacy and confidentiality during their placement experiences.
4. 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.
5. Recommend to the WDD the withdrawal of a Participant for reasons not limited to: (a) the achievement, progress, adjustment, or health of the participant does not warrant continuation at the Location, (b) excessive absences, (c) Participant poses a health and safety risk to himself, herself or others, (c) Participant has violated Worksite policy or State and/or Federal law, and (d) the behavior of the Participant fails to conform to the applicable policies of the Worksite.
6. 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 Employer of Record any claims of harassment, discrimination, and/or claims of any violation of law governing Participant's employment.
7. Provide Participants with a safe work Location and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations which obligation shall include, among other things: (a) providing Participants with appropriate and site-specific safety and job training and Personal Protective Equipment in the same manner as provided to other Worksite employees; (b) recording on Client's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Participants and comply with all other OSHA recordkeeping responsibilities applicable to the Participants in the same manner as other Worksite employees; and (c) providing adequate notice to Participants, WDD and Employer of Record of any unsafe conditions or potential hazards at the workplace.
8. Inform WDD and Employer of Record 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 WDD and Employer of Record a time record for all hours worked by the 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 Participant with the same working conditions which are available to other employees of the Worksite.
12. Provide 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 Location.
13. Ensure that the 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 the WDD Case Manager in the Participant's Work Experience Training Plan and Employer of Record immediately if (i) a Participant experiences an injury at the Location, or (ii) a case of COVID-19 is detected at the Location, which includes but is not limited to an instance where a Participant or Worksite staff tests positive for COVID-19, or a third-party that closely interacts with Participant or Worksite staff tests positive for COVID-19.
  15. Provide adequate full-time adult supervision of each Participant by paid staff members (non-volunteer) and timely, constructive feedback. When the Worksite Supervisor assigned to each Participant is unavailable, ensure an alternate supervisor is designated.
  16. Provide adequate full-time adult supervision of each Participant by paid staff members (non-volunteer) and timely, constructive feedback. When the Worksite Supervisor assigned to each Participant is unavailable, ensure an alternate supervisor is designated.
  17. The Worksite must sign and agree to the parameters as detailed in the Participant's Work Experience Training Plan and shall not change the Participant's job duties beyond those outlined in the Participant's Work Experience Training Plan without the prior written consent of WDD.
  18. Overtime is not allowed. Hours worked over the maximum hours allowed or after the last day of work outlined in the Training Plan is not allowed, unless an extended end date is requested and approved.
  19. Maintain personnel records of Participants to enable monitoring of the Worksite and Location.
  20. Ensure Participants are not working in the following types of work environments or situations:
    - Working at heights over 12 feet on a ladder
    - Working in childcare
    - Working with or in an environment with chemicals or explosives
    - Working at depths under 4 feet (special approval may be granted on a case-by-case basis)

## WDD Responsibilities

The WDD shall:

1. Designate a staff member of the WDD who shall coordinate and be responsible for planning and coordinating the activities and assignments of each Participant with the Worksite.
2. Provide the names of Participants sufficiently in advance to allow convenient planning of schedules. Participants assigned for placement experiences at the Location shall be subject to the supervision and direction of the Worksite.
3. Require every Participant to conform to all applicable Worksite policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Worksite and WDD.
4. Ensure that 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 and WDD, to evaluate the placement experience program provided under this Agreement.
6. Provide for the orientation of Participants assigned to the Worksite.
7. WDD has contracted with the Employer of Record to serve as the employer of record for the Participant at the Worksite. The Worksite shall not be responsible for those services provided by Employer of Record. Employer of Record 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.
8. Ensure Participants are not placed in the following types of work environments or situations:
  - Working at heights over 12 feet on a ladder
  - Working in childcare
  - Working with or in an environment with chemicals or explosives
  - Working at depths under 4 feet (special approval may be granted on a case-by-case basis)

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

## **II. Term and Termination**

This Agreement shall be effective for a five (5) year term, commencing on the last date of the execution of this Agreement by both 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.

## **III. Indemnification**

The Worksite agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless Employer of Record and County and their authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The indemnification obligation applies to the Indemnitees' "active" as well as "passive" negligence but does not apply to the Indemnitees' "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

## **IV. Insurance**

1. All policies, except for Worker's Compensation, Errors and Omissions 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 County Department administering the Contract 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.

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:

- 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.
- 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 LevelUp HR, Inc., 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.

- 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.

**V. Notices**

If to Worksite:	If to County:	If to Employer of Record
[INSERT NOTICE]	[INSERT NOTICE]	[INSERT NOTICE]

**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 mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an 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.

**SAN BERNARDINO COUNTY**

Workforce Development Department

▶  
\_\_\_\_\_  
Name: Bradley Gates  
  
Title: Director  
  
Dated: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

▶  
\_\_\_\_\_  
Name: Sophie A. Curtis  
  
Title: Deputy County Counsel  
  
Dated: \_\_\_\_\_

**WORKSITE**

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_