



County of San Bernardino
F A S
STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number N/A					ePro Contract Number N/A				
County Department Human Resources Department				Dept. HRD	Orgn. HRD	Contractor's License No.			
County Department Contract Representative					Telephone (909) 387-8304	Total Contract Amount N/A Non-financial			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Master Agreement									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date	Contract End Date	Original Amount \$	Amendment Amount				
Fund AAA	Dept. HRD	Organization HRD	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$			
Project Name Master Student Internship Agreement				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
				_____	_____	_____	_____	_____	_____
				_____	_____	_____	_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 The University _____ hereinafter called Institution _____
 Address
 5555 Main Street _____
 Anytown, CA 01234 _____
 Telephone (123) 456-7890 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the INSTITUTION provides accredited instructional programs, which require or benefit from off-site learning experiences (hereinafter referred to as the INSTITUTION'S PROGRAMS); and

WHEREAS, COUNTY has facilities and professional staff suitable for the INSTITUTION'S PROGRAMS; and

WHEREAS, it is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of COUNTY for the INSTITUTION'S PROGRAMS; and

WHEREAS, COUNTY is willing to allow the INSTITUTION to place students in appropriate COUNTY departments for specific learning experience; and

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, COUNTY and the INSTITUTION desire to enter into a master student internship agreement that pertains to liability and other general terms; and

WHEREAS, COUNTY and the INSTITUTION understand that a COUNTY department may enter into a supplemental agreement (hereinafter referred to as SUPPLEMENTAL AGREEMENT) with individual students pertaining to the specific duties and benefits of a particular internship;

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

AGREEMENT

1) **COUNTY shall:**

- a) Provide and maintain facilities, as presently available and as necessary, for the INSTITUTION'S PROGRAM.
- b) Assure that staff is adequate in number and quality to provide safe and continuous management of the INSTITUTION'S PROGRAM in cooperation with the INSTITUTION and, if applicable, the INSTITUTION'S instructor.
- c) Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of student's participation in the INSTITUTION'S PROGRAM at COUNTY.
- d) Have the right, after consultation with the INSTITUTION, to discontinue the assignment of any students at any time during the period of this Agreement, or refuse to accept for further programs any of the INSTITUTION'S students who, in COUNTY'S judgment, are not participating satisfactorily. Students not following COUNTY policies will be removed from the COUNTY facilities immediately.

2) **INSTITUTION shall:**

- a) In consultation and coordination with COUNTY'S representatives, plan the INSTITUTION'S PROGRAM to be provided to students under this Agreement and, establish a rotational plan for the INSTITUTION'S PROGRAM by mutual agreement between representatives, if appropriate.
- b) In consultation and coordination with COUNTY'S staff, arrange for periodic conferences between appropriate representatives of the INSTITUTION and COUNTY to evaluate the INSTITUTION'S PROGRAM.
- c) Designate the students who are enrolled in the INSTITUTION to be assigned for the INSTITUTION'S PROGRAM at COUNTY, in such numbers as are mutually agreed to by both parties.
- d) Oversee the INSTITUTION'S PROGRAM given at COUNTY to the assigned students and, if applicable to the PROGRAM, provide the supervisory instructors for the INSTITUTION'S PROGRAM provided for under this Agreement. Keep all attendance and academic records of students participating in the INSTITUTION'S PROGRAM.
- e) Advise every student to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the INSTITUTION and COUNTY.
- f) Advise that student actively participate in the INSTITUTION'S PROGRAM as more fully described in any SUPPLEMENTAL AGREEMENT.
- g) Certify to COUNTY, at the time each student first reports at COUNTY, that student has complied with the following:

1. Completed any training necessary for participation in the INSTITUTION'S PROGRAM at COUNTY. The INSTITUTION will maintain records documenting this training;
2. If applicable to the PROGRAM, the INSTITUTION shall require students to show proof that student has been immunized against the common communicable diseases. This includes proof of immunizations for varicella, rubella, rubeola, tetanus, and Hepatitis B (if student is to provide direct patient care);
3. If applicable to the PROGRAM, completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;
4. Student shall execute the following:
 - A. Confidentiality of Information, Business Equipment Agreement, and Use of Information Technology form;
 - B. If applicable to the PROGRAM, Employee Statement Elder and Dependent Adult Abuse Reporting form; and
 - C. If applicable to the PROGRAM, Employee Statement Child Abuse Report Chart.
5. Each student shall wear identification.

3) **GENERAL PROVISIONS**

- a) **Independent Contractor** INSTITUTION shall perform all of its obligations and responsibilities under this agreement as an independent contractor. Under no circumstances shall the INSTITUTION, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners, or joint ventures of COUNTY. The INSTITUTION, its officers, employees, agents, and students shall not be entitled to any benefits, including health insurance, provided or available to COUNTY'S employees. The INSTITUTION shall be solely responsible for providing all legally-required benefits to its officers, employees, agents, and students.
- b) **Indemnification** Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, or subcontractors. In the event that the COUNTY and/or INSTITUTION are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the COUNTY and/or INSTITUTION shall indemnify the other to the extent of its comparative fault.
- c) **Insurance** It is understood and agreed that the INSTITUTION and COUNTY maintain insurance (self and group) programs to fund their respective liabilities. Evidence of insurance, certificates of insurance or other similar documentation shall not be required of either party under this Agreement.

For interns in Nursing, Allied Health, Social Work, or Education programs, the INSTITUTION shall provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy in the amount of two and a half million dollars (\$2,500,000) each loss, and five million dollars (\$5,000,000) aggregate for all covered parties, and not per student. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period, and (2) reported to the Carrier as soon as practical, but not later than one and one-half (1.5) years after the policy period. COUNTY will be considered an additional insured on the student's general liability policy.

- d) The INSTITUTION 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 INSTITUTION and INSTITUTION'S employees or agents from waiving the right of subrogation prior to a loss or claim. The INSTITUTION hereby waives all rights of subrogation against the COUNTY.
- e) **No Monetary Obligation** There shall be no monetary obligation on the INSTITUTION or COUNTY, one to the other. The INSTITUTION's payment of expenses, stipend, or compensation, if any, to any student who participates in the PROGRAM shall not alter whatsoever the COUNTY'S obligations under this Agreement. Although the COUNTY believes that any such payment by the INSTITUTION will not result in any participating student becoming an employee of the COUNTY for workers compensation or other purposes, if any such payment by the INSTITUTION results in a participating student becoming an employee of the COUNTY for workers compensation or other purposes, then the INSTITUTION shall be responsible for any required coverage or additional obligation due to such employment status.
- f) All students participating in the PROGRAM are required to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the INSTITUTION and COUNTY. A student's violation of any such policies, procedures, or requirements may be grounds for terminating the student's participation in the PROGRAM.
- 4) **TERM OF AGREEMENT**
This Agreement shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this paragraph. Either party may terminate this Agreement without cause after giving the other party thirty (30) days advance written notice of its intention to so terminate.
- 5) **ASSIGNMENT**
The INSTITUTION shall not assign any of the INSTITUTION'S rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- 6) **ENTIRE AGREEMENT AND AMENDMENT**
In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.
- 7) **EMPLOYMENT DISCRIMINATION**
During the term of the Agreement, INSTITUTION shall not unlawfully discriminate against any intern because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. INSTITUTION shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 8) **CALIFORNIA LAW**
This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Bernardino, if in state court, or in the federal district court nearest to the County of San Bernardino, if in federal court.

9) **NOTICES**

Any written notice given under this Agreement shall be sent by certified or registered mail to each address below:

To the COUNTY:

To the INSTITUTION:

10) **LIMITATION OF DAMAGES**

Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the COUNTY.

COUNTY OF SAN BERNARDINO

► _____
Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

(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 _____

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____