

**ALAMEDA COUNTY FOSTER CARE AND AT RISK PROBATION YOUTH
IV-E SUMMER YOUTH AND AFTERSCHOOL EMPLOYMENT PROGRAM
SUBCONTRACT AGREEMENT**

This Agreement is entered into as of the first (1st) day of May, 2012, between The Youth Employment Partnership, Inc. (YEP), a California Non-profit Corporation and Chabot College, ("the Contractor"), a California Non-profit organization.

1. **Independent Contractor:** Subject to the terms and conditions of this Agreement, YEP hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor accepts such engagement.

2. **Duties, Term, and Compensation:** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to YEP by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to potential projects.

3. **Expenses:** This agreement is to cover all expenses incurred for the completion of all duties and terms herein. Contractor is not entitled to additional reimbursement unless such is agreed to in writing and executed by both parties.

4. **Written Reports:** YEP may request that project plans, progress reports and a final results report be provided by Contractor on a monthly basis. A final financial report and a results report shall be due at the conclusion of the project and shall be submitted to YEP in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by YEP.

5. **Inventions:** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of YEP, and the Contractor hereby assigns all right, title, and interest in the same to YEP. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by him/her in rendering duties YEP are hereby licensed to YEP for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by YEP to a wholly-owned subsidiary of YEP.

6. **Confidentiality:** The Contractor acknowledges that during the engagement s/he will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned and/or licensed by or entrusted to YEP and/or used by YEP in connection with the operation of its business including, without limitation, YEP's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with YEP. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of YEP, whether prepared by the Contractor or otherwise coming into his/her possession, shall remain the exclusive property of YEP. The Contractor shall not retain any copies of the foregoing without YEP's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by YEP, the Contractor shall immediately deliver to YEP all such files, records, documents, specifications, information, and other items in his/her possession or under

his/her control. The Contractor further agrees that he/she will not disclose his/her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of YEP and shall at all times preserve the confidential nature of his/her relationship to YEP and of the services hereunder.

7. **Conflicts of Interest; Non-hire Provision:** The Contractor represents that he/she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his/her services shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest. During the term of this Agreement, the Contractor shall devote as much of his/her productive time, energy and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for YEP. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave YEP's employment, any employee, consultant, or contractor of YEP or hire any such employee, consultant, or contractor who has left YEP's employment or contractual engagement within one year of such employment or engagement.

8. **Right to Injunction:** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to YEP under the Agreement are of a special, unique, unusual, and extraordinary character which give them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause YEP irreparable injury and damage. The Contractor expressly agrees that YEP shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that YEP may have for damages or otherwise. The various rights and remedies of YEP under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

9. **Indemnification:** Contractor shall hold harmless and indemnify YEP, its Board members, its officers, agents, and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damage or death of any person, firm or corporation in connection with Contractor's performance of this agreement or its use of the Site or building. Contractor also agrees to hold harmless, indemnify and defend YEP, its Board members, its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to Contractor in connection with its performance of this agreement.

YEP shall hold harmless and indemnify Contractor, its Board members, its officers, agents, and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damage or death of any person, firm or corporation in connection with YEP's performance of this agreement or its use of the Site or building. YEP also agrees to hold harmless, indemnify and defend Contractor, its Board members, its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to YEP in connection with its performance of this agreement.

10. **Best Efforts:** YEP acknowledges that the list of potential youth participants provided to the Contractor may contain erroneous phone numbers, addresses and other contact information related to the youth contained therein. The Contractor shall use its best efforts to find the correct contact information for these youth for purposes of inviting them to participate in the After School Jobs Program. Failure, however, to find the correct contact information shall not be construed as a breach of this contract.

11. Nondiscrimination: Contractor and YEP shall provide services and activities under this agreement that do not restrict the participation nor otherwise discriminate among participants and staff with regard to their race, color, religion, age, gender, sexual orientation, pregnancy, or national origin.

12. Termination: YEP may terminate this Agreement at any time by ten (10) working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of YEP, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, YEP at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. Such termination shall not preclude YEP from seeking any and all available administrative, contractual or legal remedies for breach of this agreement.

The Contractor may terminate this Agreement at any time by ten (10) working days' written notice to YEP. In addition, if YEP is convicted of any crime or offense, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Contractor at any time may terminate this contract immediately and without prior written notice to YEP. Such termination shall not preclude the Contractor from seeking any and all available administrative, contractual or legal remedies for breach of this agreement.

13. Independent Contractor: This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with YEP for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to YEP. YEP shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against YEP hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

14. Insurance: The Contractor will carry liability and auto insurance relative to any service that he/she performs for YEP. See Exhibit B for specific insurance requirements.

15. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

16. Jurisdiction: The laws of the State of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

17. Access: YEP, its Federal, State or local awarding agency, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

18. Arbitration: Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Alameda County in accordance with the rules of the American Arbitration Association and the judgment upon award may be entered in any court having jurisdiction thereof.

19. Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

20. Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

21. Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if

personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor

Roberto Mendez
Chabot College, Program Director
25555 Hesperian Blvd.
Hayward, CA 94545

If to YEP
Michele Clark, Executive Director
2300 International Boulevard
Oakland, CA 94601

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

22. Modification or Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

23. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

24. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The Youth Employment Partnership, Inc.

By: _____

Its: Executive Director

Chabot College

By: _____

Its: Program Director

EXHIBIT A

Duties, Term, and Compensation

1. Contract Services: To utilize Title IV-E 4 Waiver Funds (Title IV-E 4) for the Summer Youth Employment Program (SYEP) for Alameda County Foster Care and at risk Probation youth between the ages of 15 and 18 with summer employment services.

2. Program Name: ALAMEDA COUNTY FOSTER CARE AND AT RISK PROBATION YOUTH – AFTERSCHOOL YOUTH EMPLOYMENT PROGRAM.

3. Program Objectives:

The program will accomplish the following process objectives for serving youth in the Tri- Cities geographical areas:

- Place up to 30 youth ages 15-18 who are in the county Foster Care and Probation systems into summer jobs
- 75% of participants will complete 80% of available hours for summer jobs, for a total of 150 hours
- 75% of participants complete 10 soft skill employability competency workshops through the afterschool program

The program will accomplish the following outcome objectives:

- 70% of participants will add a positive reference to their resume
- 70% of participants will receive a positive evaluation from their supervisor

4. Program Description:

The program has four main components: (1) recruitment and employment orientation, (2) work experience and ongoing job competency workshops, (3) case management, and (4) follow-up i.e. verification of return to school status of participants at the completion of the summer employment program.

A. Recruitment & Orientation

To recruit youth, Chabot college will mail invitation letters/flyers to youth from foster care and probation youth roster provided by YEP. Participants complete an application for Afterschool Jobs Program and then they are invited to complete a employment pre training workshops at the contractor's site to prepare them for their summer job. In this process, contractor's complete interviews and document collection to certify participants as eligible to work in the United States and eligible for the program. **YEP staff will work with Alameda County to obtain a final eligibility determination.**

B. Work Experience and Skill Development

After School Jobs participants will complete a maximum of 150 hours of work experience and six soft skill development workshops, at an average of 20 - 25 hours per week. On average, each participant will be in the summer program for 6-8 weeks. Participants will be paid a rate of \$8.00 per hour for work experience. Contractor shall be responsible for the submittal of participants' timesheets to YEP for payroll processing. Participants will receive 3 hours of weekly soft skill development workshops that relate to the competencies of their summer job position. Participants will receive a \$25 bonus for completion of each of the six workshops.

C. Case Management

Contractor's case managers maintain contact with program participants and job sites throughout the term of this agreement to ensure that participants improve employable skills and have the necessary support to ensure a successful work experience.

D. Weekly Employability Workshops

After School Job trainees are required to attend a weekly soft skills workshop. If they complete the employability competency taught at the workshop they will be paid a \$25 bonus. 80% (480) of the participants will complete a minimum of 10 possible workshops.

E. Follow-Up

In order to pick up their final summer paycheck, participants will be required to bring close-out documentation. This documentation may be school registration, enrollment into another program, and/or a hire letter or first paycheck. Each teen will complete a next step survey as part of their program close out.

Employer of Record

YEP will act as the employer of record by managing payroll for the summer youth participants including paying all taxes and following all California employment and HR laws.

Direct Service Staffing;

• Agency Level Program Supervision

- Responsible for program invoicing, maintaining documentation and the supervision of direct service staff

• Direct Service Staffing-Work Experience Counselors/ Case Managers/ Employment

Placement Specialist/ Teachers (approximately 1.5 FTEs per 30 participants; 4 months)

– Case managers maintain contact with program participants and job sites throughout the term of this agreement to ensure that participants improve job skills and gain new qualifications and credentials through the subsidized job. Average caseload for each case manager is 30 participants. Employment Placement Specialist – will work with employers to develop placements for program participants. Teachers – will work with trainees to improve basic skills.

6. Service Criteria:

The only eligible population for the After School Employment Program is Alameda County Foster Care and Probation youth ages 15-18. **Eligibility verifications are listed below.**

A. Proof Of Foster Care Status or Probation Status

- All Foster Youth and Probation Youth will already have verification of their status by the County provided through “client lists” referred to YEP by the County.
- Eligibility for 15-18 year old teens in county care may also be determined by an official letter (on letterhead) from an Alameda County social worker or Alameda County Probation Officer
- Eligibility for 15-18 year old teens in county care can also be determined by court documents.

C. Work Permit – Must be in YEP file before youth can start work.

- Students pick up a work permit form from their district, complete the form and turn it in. District office staff will advise when the permit will be ready for pick-up. Students should list The Youth Employment Partnership, Inc. as the employer.

D. Proof Of “Eligibility To Work” & Age – Must be in YEP file before youth can start work.

- SOCIAL SECURITY CARD – Must be signed. This is the only document that is acceptable to prove social security number. This is required for any job in the US. **AND**
- California ID/ Driver’s License **OR**
- Resident Alien Card **OR**
- Birth Certificate & Current School ID (or report card) **(High school students only)**

E. Proof Of Residency – Must be in YEP file before youth can start work.

Choose **one** of the following 2 options to bring:

- 1 envelope from mail addressed to **the student** AND **postmarked in the last 30 days** OR
- A letter from alameda county documenting current residency

7. Reporting and Evaluation Requirements:

A) Responsibilities of Contractor:

Contractor shall:

1. Collect all required eligibility documents from youth
2. Provide intake and orientation services for youth referred to the program by SSA
3. Provide weekly Job Readiness and Retention skills development workshops for participating youth
4. Establish and orient host worksites and supervisors
5. Be the liaison between the participant and the Job site to ensure the host employer is following policies maintaining required documentation and complying with and CA labor law.
6. Collect and process all participant timesheets
7. Submit corrected timesheets to payroll administrator (YEP)
8. Collect and reconcile paychecks for participants from payroll administrator
9. Distribute paychecks to participants
10. Return all undistributed paychecks to payroll administrator to be mailed to participant
11. Track participants' progress through the program including hours of work and training received
12. Monitor each worksite at least twice during the SYEP period
13. Evaluation of program components via worksite supervisor evaluation surveys, participant surveys and staff surveys
14. Establish and maintain a client file on each eligible participant assisted under this contract. The Contractor will centrally maintain all eligibility verifications, case notes and records in each of the client files.
15. Contractor will maintain Employer documents in each participant's case file including: Eligibility Determination Form and copies of supporting documents, Job Placement Form, and signed Participant Agreement.

In addition

Contractor shall work with YEP's accounting staff to generate and submit to YEP invoices and financial/program reports for the After School Jobs program as required or requested by YEP which will at minimum include:

- Number of Youth served per month
- Number of benchmarks obtained
- Number of Youth in Employment Workshops, Number of Workshops
- Payroll reports
- Revenue and Expenditure reports

8. Target Population:

Youth 15-18 who are in currently in Foster Care or Probation within Alameda County

9. Service Area: Alameda County.

10. Service Agency Name and Address:

Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545

11. Hours of Operation: Monday – Friday 8am – 6pm

12. Program Timeline/Schedule:

Program Begin Date: May 1, 2012

Program End Date: June 30, 2012

Number Served: Up to 30 Participants

Program Schedule: Contractor will have until June 30, 2012 to submit all final

paperwork.completed enrollment documentation to YEP for participation in the SYEP. The youth will complete the required pre-training workshops and on average will work 10- hours per week for 10-15 weeks (spring break may have up to 3 workshops and 30-hours of work), or a maximum of 150 hours prior to June 30 2012, and have work competency workshops for 2.5 hours a week. Contractor may provide 15 hours of employment orientation training to enrolled youth prior to placing them in the summer job. The last 3-hour workshop will follow during the youth's afterschool job placement. The work times will vary based on the host employer.

13. Contractor Responsibilities – Client Grievance Policy

Contractors are required to have a Client Grievance Policy in place and to disclose the policy to all SSA clients during the Client Intake Process. As evidence that a SSA Client Grievance Policy is in place and all SSA clients provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each SSA client on a copy of the policy acknowledging they were made aware of it, understand it, and received a copy of the signed document. Contractor must also place a copy of the signed document in each client's case file and make the files available for review by County staff upon request. See Attachment 1 for a sample SSA Grievance Policy. An MS Word file of the SSA Grievance Policy Template is available through your SSA Contract Liaison.

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **CHABOT COLLEGE** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **CHABOT COLLEGE** Program Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.
3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

**Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori Jones, Interim Agency Directors
(510) 271-9100**

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

Client's Name (printed)

Client's Signature

Date

EXHIBIT B

TERMS AND CONDITIONS FOR PAYMENT

- 1. Monthly Invoicing:** The Contractor will receive a 25% advance for up-front program costs, including staff wages, goods and services that are direct expenses for the summer youth employment program (SYEP). This advance will be offset against payments for performance on this agreement at a rate of 25% per each invoice submitted or until advance is recouped. For all following months the Contractor will provide up-front operational costs that relate to the program operations.

Contractor will submit monthly invoices along with backup documentation for all performance benchmarks.

Contractor will submit originally signed monthly invoices along with the monthly reports five (5) days following the close of each month (see invoice schedule). The Invoice & Reporting Instructions (Exhibit B-1) states what information must be submitted in the invoice and reports.

Invoices should be submitted to:

Edward Clarke
Accounting Manager
Youth Employment Partnership, Inc.
2300 International Boulevard
Oakland, CA 94601

Invoice due dates:

Monthly/Quarterly Invoice	Invoice Due Date
March 2012	By 4/5/12
April 2012	By 5/5/12
May 2012	By 6/5/12
June 2012	By 7/5/12

YEP has ten (10) working days to process an approved invoice for payment.

Payment Conditions:

YEP will issue sub-contractors a 25% advance on the Benchmark segment of their contract. The contractor will submit the reconciled invoice to YEP along with any over- payment due to YE by the above due dates.

- 3. Reporting:** Monthly, and at end of program, the Contractor will compile all required collaborative reports. Contractor shall provide YEP with a report regarding the households served. At minimum this report will contain:

- 1) Subsidized Placements:
 - a. Name Client Enrolled
 - b. Workshop's clients have completed
 - c. Worksite evaluations of trainees
 - d. Pay-period dates
 - e. Hours worked
 - f. Wages paid per pay-period
 - g. Payroll taxes and insurance

4. Termination Provision:

- A) Termination for Cause:** If YEP determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this contract, or if YEP determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the contract YEP shall thereupon have the right to termination and specifying the effective date of such termination. Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the contract upon any final or interim audit by county or YEP, Contractor shall have failed in any way to comply with any requirements of this contract, then Contractor shall pay to YEP or the county forthwith whatever sums are so disclosed to be due to YEP or the county (or shall, at YEP's election, permit YEP to deduct such sums from whatever amounts remain undisbursed by YEP to Contractor pursuant to this contract or from whatever remains due Contractor by county from any other contract between Contractor and county).
- B) Termination Without Cause:** YEP shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.
- C) Termination By Mutual Agreement:** YEP and Contractor may otherwise agree in writing to terminate this contract in a manner consistent with mutually agreed upon specific terms and conditions.

4. Performance Contract and Invoicing:--

YEP will pay Subcontractors through a performance based invoicing structure. Payments will be made incrementally for their enrolled trainees obtaining the required program components. The invoice including the contracted performance benchmarks is attached.

EXHIBIT C
Insurance Requirements

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES MINIMUM LIMITS

A Commercial General Liability

Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability -- \$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage

B Commercial or Business Automobile Liability

All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities -- \$1,000,000 per occurrence (CSL) Any Auto, Bodily Injury and Property Damage

C Workers' Compensation (WC) and Employers Liability (EL)

- Required for all contractors with employees
- WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
- Endorsements and Conditions:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: The Youth Employment Partnership, Inc., its Board of Directors, the individual members thereof, and all YEP officers, agents, employees and representatives.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.

4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall no relieve or decrease the liability of Contractor hereunder

5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same requirements stated herein.

6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:

- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.

7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to YEP of cancellation.

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The Youth Employment Partnership, Inc.

By: _____

Its: Executive Director

CHABOT COLLEGE

By: _____

Its: Program Director