



HOST COMPANY AGREEMENT

This agreement ("Agreement") is made between Intrax ("Intrax"), located at 600 California Street 10th Floor, San Francisco, CA 94108 and County of Monterey, Assessor's Office ("Host Company"), located at 168 W. Alisal Street, Salinas, CA 93901. The purpose of this Agreement is to establish the respective rights and obligations of the parties thereto regarding the matching of Intrax Program participants ("Trainee/Intern") with Host Company in an internship or trainee position (the "Program"). This Agreement becomes effective on the date it is signed and is valid for one (1) year unless otherwise terminated per the terms of this Agreement.

Intrax, as a US Department of State (DOS) designated Exchange Visitor Program, abides by all US Department of State regulations outlined in [22 CFR Part 62](#) and is the legal sponsor of each Trainee/Intern during their Program.

Host Company agrees and verifies that it:

1. Will abide by the regulations governing the Exchange Visitor Program (22 CFR Part 62) as administered by the DOS
2. Will observe all applicable local, state and federal labor laws with respect to the training of a Trainee/Intern.
3. Certifies that the intern/trainee program meets all the requirements of the [Fair Labor Standards Act, as amended \(29 U.S.C. 201 et seq.\)](#)
4. Possesses a valid Workers' Compensation Insurance Policy, or the local US State equivalent, or proof of exemption at the time of signature and will maintain a valid policy as long as a J-1 Intrax Trainee/Intern is part of their organization.
5. Understands that the participant is on a cultural exchange visa program and accepts that Intrax is the legal sponsor of the Trainee/Intern during his/her stay in the United States.
6. Understands that the Host Company and intern/trainee must follow signed and executed Training/Internship Placement Plan/DS-7002 and must rotate through specified phases indicated. Host Company will participate in the completion of periodic evaluations to monitor this progress.
7. Will permit Intrax and its designated representative to make on-site visits of Host Company's facilities to review implementation of the Training/Internship Program at a time convenient to Host Company.
8. Will timely submit to Intrax any changes that will affect the Program and will not implement such changes without Intrax's approval. Such changes include, but are not limited to, the location, content, and length of training stated in the Training/Internship Placement Plan/DS-7002.
9. Will notify Intrax promptly should any emergency involve a participant; should a participant's welfare be impacted in any way; if the participant is arrested or involved in any illegal activities; if the Host Company becomes involved in any litigation related to their participation in the exchange visitor program.
10. Host Company understands and acknowledges that Trainee/Intern is a non-resident alien for whom Intrax must report any Program status changes to the appropriate U.S. government agency. Host Company will inform Intrax within three (3) business days if an intern/trainee leaves his or her Placement for any reason.
11. Understands and accepts that the Program is not designed to recruit and train non-resident aliens for employment in the United States.
12. Will not involve Staffing/Employment agencies or Professional Employer Organizations (PEOs) in the J-1 trainee or internship program.
13. Will not place Trainee/Interns in:
 - a. positions which displace full-time or part-time United States workers.
 - b. unskilled occupations as defined in [Appendix E](#) of the Exchange Visitor Program Regulations (CFR Part 62. Title 22 Exchange Visitor Program)
14. Understands and accepts that Intrax has the right to withdraw sponsorship from any Trainee/Intern whose Host Company does not comply with Intrax requirements. Host Company further understands and accepts that Intrax may dismiss a Trainee/Intern from the Intrax Program, thereby requiring the Trainee/Intern to leave the country, and that Intrax, at its discretion, may refuse to process additional applications for placement with Host Company.
15. Understands that all Trainees/Interns are to return home after the program and will not assist in changing a participant's visa status in the U.S.
16. Will provide sufficient physical training environment space, equipment and trained personnel to ensure that the Trainee/Intern receives the training outlined in the Training Internship Placement Plan.
17. Understands and accepts that Intrax is not responsible for any civil or criminal liability by a Trainee/Intern or for cost associated with defending against such claims.
18. Understands that Intrax, as a legal sponsor of the intern/trainee charges program fees to participants in order to validate the intern/trainee placements, issue supporting visa documents and other administrative costs related to DS-2019 issuance, as well as to monitor the health, safety, and welfare of participants while on the program .

Severability: If any provision of this Agreement or the application thereof is held to be invalid, illegal or unenforceable for any reason, such provision or application shall not impair the other provisions or applications of the Agreement which can be given effect without the invalid, illegal or unenforceable provision or application. To this end, the provisions of this Agreement are declared to be severable and shall be construed and enforced accordingly.



Connecting People and Cultures

No Waiver of Breach: No waiver of any breach of any term of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

Governing Law: This Agreement shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of law.

Complete Agreement: Both parties acknowledge that this document contains the complete Agreement between them, that neither party has relied on any representations not contained herein, and that any additions or deletions must be made in writing and signed by both parties.

Termination: This agreement may be terminated by either party provided that 60 day notice is provided to the other party in writing, or it may be terminated immediately for violating the terms of this Agreement.

Survival: The terms of this Agreement dealing with Host Company's requirements and verifications shall survive any expiration or termination of this Agreement.

Host Company:	County of Monterey, Assessor's Office	Parent Company (if applicable)	n/a
Address Trainee/Intern will be assigned:	168 W. Alisal Street, First Floor, Salinas, CA 93901		
Website:	http://www.co.monterey.ca.us/	Email Address:	mcclayg@co.monterey.ca.us
Telephone:	(831) 759-6602	Fax:	(831) 759-6628
Workers' Compensation Insurance Policy #	COM-007-2014	Name of Workers' Compensation Insurance Provider	Intercare Holdings Insurance Services, Inc.
Number of full-time Employees in US:	4,200	Number of full-time Employees at Training address	350
		Tax ID Number (Employer Identification Number):	94-6000524
Annual Revenue (Companywide):	<input checked="" type="checkbox"/> \$0 to \$3 Million <input type="checkbox"/> \$3 Million to \$10 Million <input type="checkbox"/> \$10 Million to \$25 Million <input type="checkbox"/> \$25 Million or More		
Name:	Stephen L. Vagnini	Title:	Assessor, County Clerk-Recorder
Signature:		Date:	