

## Exhibit A

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
REQUIREMENTS**

1. **COMPLIANCE:** Contractor shall conduct its performance hereunder so as to comply with all applicable Federal, State, and local laws, regulations, guidelines, bulletins, and circulars issued which govern the operation of all Workforce Innovation and Opportunity Act (WIOA) programs (Public Law (Pub. L. 113-128)) Title I and IV, enacted July 22, 2014 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973, or other federal or state programs with occupational components. In general, WIOA became effective on July 1, 2015, and all provisions of this agreement shall comply with the new Act requirements; all federal regulations and Governor's policies and procedures issued pursuant to WIOA; all state legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA; Title II, Code of Federal Regulations (CFR) part 200 (Office of Management and Budget Guidance) [OMB Guidance]; Title II, CFR Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards) [Uniform Requirements]; the provisions of the Jobs for Veterans Act (Public Law 107-288) as the law applies to the Department of Labor (DOL) job training programs.

All documents specified in this Paragraph shall be made available by County to Contractor upon request. As a condition of receiving WIOA funds, the independent auditor or monitor of the LWIOA, and the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of three years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIOA statute, regulations, and directives.

2. **NEW OR REVISED FEDERAL AND STATE REGULATIONS:** Contractor staff shall comply with all Federal and State requirements. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to reflect such Federal or State requirements.

3. **PARTICIPANT RIGHTS:** Contractor shall advise all WIOA participants and prospective WIOA participants in its programs operated hereunder of the existence of County's grievance and complaint procedures and of their rights and responsibilities upon receiving Contractor's services under this Contract. The Contractor agrees also to utilize those procedures established by the County for resolving all issues related to the WIOA programs in compliance with the WIOA Section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

4. **CONFIDENTIALITY:** Contractor agrees to comply and to require its officers, employees and agents to comply with all applicable County, State, or Federal statutes or regulations regarding confidentiality in the operation of WIOA funded programs. Contractor shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this Contract. Refer to Exhibit F, Medi-Cal Data Privacy, Security, Confidentiality for further information.

A. **Personal Identifiable Information**

Contractor shall adhere to HSD agency Personal Identifiable Information (PII) policies and procedures. PII is any information that can be used, alone or in conjunction with any other information, to identify an individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files. Examples of PII may include: name, Social Security Number, Social Security benefit data, date of birth, official State or government issued driver's license or identification number.

## Exhibit A

The Human Services Department and its partner agencies are required by law to protect the Personally Identifiable Information (PII) of our clients. This protection must include protection while using e-mail.

In order to be in compliance with State and Federal law, please follow these 2 simple guidelines:

Never place PII (Client name or case number) in an e-mail that will leave the agencies secured Network.

You may Use Case Number or Case Name in the subject line of e-mails ONLY within the Network.

B. Documents Contractor shall inform its employees of the confidential nature of information exchanged through this Contract and for penalties for unauthorized use of the information or disclosure found in section 1798.55 of the Civil Code, Section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Codes and other applicable federal, state and local laws. Contractor shall store and process information in electronic format in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer. Contractor shall promptly return confidential information to the County when its use ends or destroy the confidential information, unless information is required to be stored as required by law.

**5. PROCUREMENT STANDARDS:** Contractor shall comply with applicable County, state, and federal laws, and regulations governing the procurement of supplies, equipment, and other materials and services, and with requirements established by County, state, or U.S. Department of Labor for such procurement with Contract funds. Each Contractor shall use its own procurement procedures that reflect applicable State and local laws and regulations, provided that the Contractor's procurement procedures are in accordance with 2CFR Section 200.320 and also comply with the requirements of WIOA Regulations. Each Contractor shall have written procedures for procurement transactions. Each Contractor shall maintain records sufficient to detail the significant history of procurement.

**6. PROGRAM MONITORING REQUIREMENTS:** Contractor shall establish and maintain internal management procedures for the effective administration of this Contract, including provision to:

- (1) Monitor day-to-day operations.
- (2) Periodically review the performance of the program in relation to program goals and objectives, and compliance with WIOA.
- (3) Measure and evaluate the effectiveness and impact results in terms of participants, program activities, and the community.

**7. PROPERTY MANAGEMENT REQUIREMENTS:** Contractor shall comply with applicable requirements established by County, state or the U.S. Department of Labor governing the ownership, use, and disposition of WIOA equipment and other property, including but not limited to Workforce Services Directive WSD 16-10, Property-Purchasing, Inventory, and Disposal (11/10/16).

A. Contractors that are governmental entities. Real property, equipment, supplies, and intangible property acquired or produced after July 1, 1993 by governmental entities with WIOA funds shall be governed by the definitions and property requirements in the Department of Labor (DOL) regulations.

B. Contractors that are non-governmental entities. Except as provided in paragraph (c) of this section, real and personal property, including intangible property, acquired or produced after July 1, 1993, by non-governmental entities with WIOA funds shall be governed by the definitions and property management standards of OMB Circular A-110, as codified by administrative regulations of the Department of Labor.

C. Special provisions for property acquired under Contracts with commercial (private-for-profit) organizations.

(1) Scope. This paragraph (c) applies to real and personal property other than supplies that are acquired or produced after July 1, 1993, under a WIOA Contract with a commercial organization.

## Exhibit A

(2) Property acquired by commercial organizations. Title to property acquired or produced by a Contractor that is a commercial organization shall vest in the County. Property so acquired or produced shall be considered to be acquired or produced by the County and paragraph (a) or (b) of this section, as appropriate shall apply to that property.

(3) Approval for acquisition. A Contractor that is a commercial organization shall not acquire property subject to this section without the prior approval of the County.

**8. ASSURANCES:** Subject to all other provisions of this Contract, Contractor assures and certifies that:

A. It possesses legal authority to enter into this Contract; a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the execution of this Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the Contractor to execute this Contract.

B. It will not permit programs or activities funded or property or services received otherwise financially assisted in whole or in part under this Contract to involve political activities to further the election or defeat of any candidate for public office, or to assist, promote, or deter union organizing.

C. It will not permit participants in programs funded under the terms of this Contract to be employed on the construction, operation, or maintenance of so much of any facility that is used or to be used for religious instruction or as a place for religious worship.

D. It will comply with applicable regulations of the U.S. Department of Labor regarding payment of prevailing wage rates to all laborers and mechanics employed by Contractor or any subContractor in any construction, alteration, or repair, including painting and decorating, of buildings or works assisted under this Contract, in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and will comply with the employment provisions set forth in 41 CFR 29-70.216-8(d), Subsections (1), (2), (3), and (4), which are incorporated herein by reference. Contractor will include substantially this assurance in every subContract entered into under this Contract.

E. Contractor assures and certifies that no person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under the Workforce Innovation and Opportunity Act.

F. No funds provided under this Contract shall be used or proposed for use to encourage or induce the relocation, of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location.

**9. ACKNOWLEDGMENT:** Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided program funding to the Contractor.

A. Publications, Media Presentations - Contractor agrees that whenever information related to the program funded under this Contract appears in the media or in publication, such publicity, whenever practical, will include the statement, "funded by the Workforce Development Board and the County Board of Supervisors." In generally distributed publications, the information must indicate the program or activity is an equal opportunity employer/program, and that auxiliary aids and services are available upon request to individuals with disabilities. Where appropriate, information and services should be provided in languages other than English. Contractor is required to obtain County approval prior to distribution of any program outreach materials including but not limited to brochures and flyers. Contractor agrees to publish on its organizational website links to Santa Cruz County Government ([www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)), and Workforce Santa Cruz County website ([www.workforcescc.com](http://www.workforcescc.com)).

## Exhibit A

B. Non-Discrimination Taglines on Marketing, Recruitment, and Electronic Media - Contractor agrees that marketing, recruitment marketing, electronic media including homepage website links will contain language consistent with the American's with Disabilities Act requirements as follows:

- (1) "WIOA Title I financially assisted programs or activity is an equal opportunity employer/program."
- (2) "Auxiliary aids and services are available upon request to individuals with disabilities."
- (3) "If a telephone number is provided, include TDD/TTY"

C. America's Job Center of California Branding Workforce Innovation and Opportunity Act (WIOA) services will be branded as Workforce Santa Cruz County and include the tagline, "A proud partner of the America's Job Center of California (AJCC)". The Contractor agrees to place the America's Job Center logo, in accordance with the State of California guidelines for such use, on all public materials such as statements, press releases, advertisements, reports, and other documents describing projects or programs funded in whole or in part with WIOA funds. Appropriate Workforce Development Board (WDB) and AJCC logos and materials must be approved by the WDB analyst.

**10. OWNERSHIP AND DISCLOSURE OF WORK PRODUCT:** All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subContractors, or other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

**11. ROYALTIES, INVENTIONS, PATENTS AND COPYRIGHTS:** County, Department of Labor, and/or awarding agency shall have royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all computer programs, writings, studies, sound recordings, pictorial reproductions, drawings, and other works, data and documents of similar nature produced in the course of or under this agreement. Contractor shall not publish, patent, or copyright any such material, discovery or invention produced in the course or under this agreement without the prior written consent of County.

The Contractor shall report to the County, State, and Federal Government promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Contractor agrees to include, and require inclusion of, this clause in all subContracts at any tier for supplies or services expected to exceed \$25,000.

**12. CONTRACT RENEWAL:** Renewal options will be considered at the discretion of the County, with concurrence by the Contractor, and will be based on overall Contract performance, including achievement of program performance goals, trainee characteristics, program management/ administration, continued labor market demand, program design, cost factors, monitoring and audit reports, as well as program and service level requirements of the County. An adjustment to the program budget may be available when renewal options are considered.

**13. CONTRACT DISPUTES:** Contractor agrees to first use administrative processes and negotiation in attempting to resolve disputes arising from this Contract prior to resorting to any other allowable remedy. The Contractor shall continue performance of the Contract activities during such dispute and shall

## Exhibit A

immediately submit written request for informal review and consultation to the Workforce Development Board Director. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the Workforce Development Board or a sub-Committee shall review the disputed matter and, after consultation with the WDB Director and the Contractor, shall resolve same, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the Contractor is prevented from appealing such decision pursuant to WIOA regulations.

**14. Termination:**

This Contract may be terminated in whole or in part for any of the following circumstances:

- (1) **Termination for Convenience:** Either party may request a termination in whole or in part, for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent.
- (2) **Termination for Cause** - The County, upon written notice to the Contractor, may immediately terminate this Contract, in whole or in part when it is determined that the Contractor has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.
- (3) **Cessation or Reduction of Funding.** Notwithstanding Paragraph (1) *Termination for Convenience* above, in the event that Federal, State or other non-County funding for this Contract ceases or is reduced, the County may immediately terminate this Contract without prior written notice to the Contractor. This Contract may also require programmatic and funding changes due to new or revised legislative action. Any such changes that are necessary shall be incorporated into the Contract. All funding provided by this Contract is contingent on the availability of Federal funds and continued Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. In addition, the County may suspend or reduce its payment obligation to the Contractor for non-compliance with the terms and conditions of the Contract.

**15. REPORTING:** Contractor shall compile and submit reports of activities, expenditures, status of cash, and closeout information in accordance with County procedures and deadlines. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this Contract will result in Contractor invoices not being paid.

**16. CONFLICT OF INTEREST:** Contractor and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services under this Contract.

**17. RETENTION AND AUDIT OF RECORDS:** If Contractor is unable to retain the necessary records for the required period, the Contractor shall transfer such records to the County. Such records shall be transmitted to County for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

A. Availability of Records – Contract shall keep and make available for inspection by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County, the State, and the United States Government.

Exhibit B  
FINANCIAL MANAGEMENT REQUIREMENTS

1. **FINANCIAL MANAGEMENT SYSTEM.** Contractor shall establish and maintain a financial management system that complies with federal and state requirements stipulated in WIOA Regulations pertaining to standards for financial management. The financial management system shall provide fiscal control and accounting procedures sufficient to permit the tracing of expenditures to establish that funds have not been used in violation of any restrictions on their use. The financial management system shall provide for the control of cash and other resources to ensure that obligation and expenditure of funds and the use of property will be in accordance with the terms of the WIOA.

The financial management system shall provide fiscal control and accounting procedures that are:

- (1) In accordance with generally accepted accounting principles. Financial systems shall include:
  - (i) Information pertaining to contract awards, obligations, unobligated balances, assets, expenditures, and income;
  - (ii) Effective internal controls to safeguard assets and assure their proper use;
  - (iii) A comparison of actual expenditures with budgeted amounts for each contract;
  - (iv) Source documentation to support accounting records; and
  - (v) Proper charging of costs and cost allocation; and
- (2) Be sufficient to:
  - (i) Permit preparation of required reports;
  - (ii) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
  - (iii) Permit the tracing of program income, potential stand-in costs and other funds that are allowable except for funding limitations as defined in the regulations; and
  - (iv) Demonstrate compliance with the matching requirement pertaining to state education and coordination grants.

2. **PROGRAM INCOME.** Contractor shall comply with all program income requirements as prescribed by the WIOA (Public Law 113-128), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 CFR Part 200, 2 CFR Part 2900, and state policy and procedures (WSD15-25).

3. **REPORTING IN-KIND CONTRIBUTIONS.** Contractor shall submit fiscal claims and expenditure reports utilizing forms and instructions provided by the County. Information regarding all in-kind contributions made during the quarter must be included in the in-kind contribution (non-reimbursable) column of the quarterly claim.

4. **DOCUMENTATION.** All supporting documentation shall be annotated with a Cost Plan line item reference. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the project budget shall be annotated with amounts allocated to each source. Fiscal records must provide a clear audit trail.

5. **FINAL CONTRACT CLOSEOUT.** Final Claims for payment must be filed no later than one calendar month following the termination of this contract and in no event shall County be obligated to honor or otherwise be liable for claims filed after **August 30, 2019.**

6. **MEETING CONTRACT GOALS.** Contractor shall make a reasonable and good faith effort to meet or exceed the contract goals. If all payments under this contract are earned prior to the contract's end date, the Contractor shall nonetheless continue to devote full effort to providing services as outlined in the training Plan.

7. **RIGHT TO WITHHOLD.** County has the right to withhold payment to the Contractor when, in the opinion of the County, stated in writing to the Contractor, (a) the Contractor's performance, in whole or

## Exhibit B

in part, either has not been carried out or is insufficiently documented, (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work, or records, (c) the Contractor has failed to sufficiently itemize, document or submit internally consistent demands for payment, (d) the Contractor has failed to submit timely payment invoices, (e) a final audit report identifies questioned costs or costs recommended for disallowance based on performance.

**8. DISALLOWED COSTS.** Contractor will be liable for and will repay any amounts expended under this Contract found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-federal), other than those received under WIOA.

**9. REPAYMENT OF FUNDS.** Contractor shall indemnify County fully and completely for any request of repayment of WIOA or other funds made by the State of California or U.S. Department of Labor.

**10. AUDITS.** Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.

**11. AMENDMENTS.** The County may require an amendment to reduce the payment limits of this contract if it is determined by County that the Contractor need not or cannot expend the full amount of any part of payment limit herein, in order to fulfill its obligations hereunder. The decisions to de-obligate will be based upon review of programmatic achievement and the comparison of actual levels of expenditures to the expenditure schedules contained in the Cost Plan incorporated herein.

Amendments required under this provision are not subject to the conditions set forth in Section 16 of the Independent Contractor Agreement (ICA), such that the amendment need not be executed by the Contractor.

This Contract may be modified unilaterally by the County under the following circumstances:

- (1) There is an increase or decrease in federal or state funding levels;
- (2) A modification to the Contract is required in order to implement an adjustment to a County Plan;
- (3) Funds awarded to the Contractor have not been expended in accordance with the contract. After consultation with the County, the County has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the County.
- (4) There is a change in state and federal law or regulation requiring a change in the provisions of this Contract.
- (5) An amendment is required to change the Contractor's name as listed on this Contract. Upon receipt of legal documentation of the name change, the County will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

The County shall notify the Contractor of such amendments. Except as provided above, this Contract may be amended only in writing by the mutual agreement of both parties.

Exhibit E.1

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, to the lobbying restriction in 2 CFR Section 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering in of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S. Code Section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Typed Name of Certifying Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit E.2

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and OMB Guidance 2 CFR Part 180.

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Have not within a three year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above.
- 4) Have not within a three year period preceding this transaction had one or more public transactions (federal, state or local) terminated for cause of default.
- 5) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Organization

---

Name and Title of Authorized Representative

---

Signature

Date

Exhibit E.3

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

CONTRACTOR named below hereby assures and certifies compliance with codified DOL Regulations, including but not limited to 29 C.F.R. Part 94, the State of California's Drug-Free Workplace Act of 1990 (Government Code § 8355 et seq.) in matters relating to providing a drug-free workplace. CONTRACTOR will:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section § 8355(a)(1).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section § 8355(a)(2), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace
  - (b) CONTRACTOR'S policy of maintaining a drug-free workplace
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide as required by Government Code Section § 8355(a)(3) that every employee who performs under this AGREEMENT:
  - (a) Will receive a copy of Contractor's drug-free policy statement; and
  - (b) Will agree to abide by the terms of Contractor's statement as a condition of employment.
- 4) Failure to comply with these requirements may result in suspension of payments or termination of this agreement or both and may be ineligible for award of any future agreements if it is determined that any of the following has occurred:
  - (a) Contractor has made a false certification; or
  - (b) Violated the certification by failing to carry out the requirements as noted above. (Gov. Code Section 8350 et seq.)

I, the official named below, hereby swear that I am duly authorized to legally bind Contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

---

Typed Name of Certifying Official

---

Signature

Date

---

Contractor

Federal I.D. Number

Exhibit E.4

**ASSURANCE OF COMPLIANCE  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

\_\_\_\_\_  
NAME OF CONTRACTOR/RECIPIENT

HEREBY ASSURES THAT as a condition to this contract it has the ability to comply and will remain in compliance, for the duration of the contract, with the nondiscrimination and equal opportunity provisions of the following laws:

- Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128) Sections 121 (b), 183(c), 188 and 29 CFR Part 38, which prohibits discrimination against all individuals in the United States on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity;
- Civil Rights Act of 1964 (Public Law 88-352) Titles VI and VII, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Education Amendments of 1972 (Public Law 92-318) Title IX, as amended, which prohibits discrimination on the basis of sex in educational programs;
- Rehabilitation Act of 1973 (Rehab Act) (Public Law 93-112) Title V, Section 504, as amended, which prohibits discrimination against qualified individuals with disabilities;
- Age Discrimination Act of 1975 (Public Law 94-135), as amended, which prohibits discrimination on the basis of age;
- Americans with Disability Act of 1990 (ADA) (Public Law 101-336);
- Title 20 Code of Federal Regulations (CFR) Section 658.400, Complaint System;
- Title 28 CFR Part 35, Subpart A;
- Title 29 CFR Parts 31,32,34,38, and 1690-1691;
- Title 41 CFR Part 101-19, Subpart 101-19.6;
- Title 45 CFR Part 90, Subpart D, Section 90.43(c)(3);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP);
- Fair Employment and Housing Act, Government Code, Section 12900-12996;
- Dymally-Alatorre Bilingual Services Act (DABSA Government Code, Section 7290-7299.8.

THE CONTRACTOR/RECIPIENT HEREBY GIVES ASSURANCE THAT the attached Discrimination Complaint Form – Local Workforce Development Area (E-4.1) will be provided to any participant, or application for Workforce Innovation and Opportunity Act (WIOA) Title I or Wagner-Peyser (WP) services, or a service provider or partner of the America’s Job Center of California, for purposes of reporting a discrimination complaint.

**Method of Reporting:** Any person who believes that he or she or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal employment opportunity provisions of WIOA may file a written complaint by using the Discrimination Complaint Form hereto attached, and may fax the complaint to (831) 454-4869, Attention: Equal Employment Opportunity Officer (EEOO). Reports may also be mailed to:

Attention: Equal Employment Opportunity Officer  
P.O. Box 1320  
Santa Cruz, CA 95061

The complaint may be filed either with the WIOA EEO or also directly with the Civil Rights Center, U.S. Department of Labor, 200 Constitution Avenue N.W., Room N-4123, Washington, D.C. 20210.

For a copy of the Discrimination Complaint Form and procedures, please contact the EEO, or the Santa Cruz County Human Services Department at <http://santacruzhumanservices.org/WorkforceSCC/Notices.aspx>.

THE CONTRACTOR/RECIPIENT HEREBY GIVES ASSURANCE THAT Non-Discrimination Taglines will be included on Marketing, Recruitment, and Electronic Media materials including homepage website links that will include the following language:

- 1) "WIOA Title I financially assisted programs or activity is an equal opportunity employer/program."
- 2) "Auxiliary aids and services are available upon request to individuals with disabilities."
- 3) If a telephone number is provided, include TDD/TTY or relay service number.

Contractor assures that, as a recipient of WIOA Title I funds, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. Contractor understands that the United States has the right to seek judicial enforcement of the funds.

THIS ASSURANCE is binding on the contractor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

---

Name of Contractor/Recipient and Address

---

Name and Title of Authorized Representative

---

Signature of Authorized Representative

Date



**4. Tell Us About the Incident(s)**

- Explain briefly what happened and how you were discriminated against.
- Provide the date(s) when the incident(s) occurred.
- Indicate who discriminated against you. Include names and titles if possible.
- If other people were treated differently than you, tell us how they were treated differently.
- Attach any documents that you think might help us better understand your complaint.

**5. Please List Below Any Person(s) (Witnesses) That We May Contact for Additional Information to Support or Clarify the Complaint.**

Name	Address	Phone

**6. Basis for the Discrimination**

Check the type of discrimination you experienced, such as age, race, color, national origin, disability, etc. If you believe more than one basis was involved, you may check more than one box.

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Age- provide date of birth:</b><br><input type="checkbox"/> <b>Color</b><br><input type="checkbox"/> <b>National Origin</b> (Including limited English proficiency)<br><input type="checkbox"/> <b>Retaliation</b><br><input type="checkbox"/> <b>Gender - Specify</b> <input type="checkbox"/> F <input type="checkbox"/> M<br><input type="checkbox"/> <b>Race - indicate race:</b><br><input type="checkbox"/> <b>Political Affiliation or Belief</b> | <input type="checkbox"/> <b>Citizenship</b><br><input type="checkbox"/> <b>Disability</b><br><input type="checkbox"/> <b>Religion</b><br><input type="checkbox"/> <b>Harassment</b><br><input type="checkbox"/> <b>Sex (including including pregnancy, childbirth, or related medical conditions, gender identity, and transgender status)</b><br><input type="checkbox"/> <b>Status as a program participant under the <i>Workforce Innovation Opportunity Act</i></b><br><input type="checkbox"/> <b>Other (Specify):</b> |
|--|---|

<b>7. Have You Previously Filed a Complaint Against this Person(s)/Entity?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, answer the questions below, if NO move to section 8.	
a.	Was your complaint in writing? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	On what date did you file the complaint?
c.	Name of office where you filed your complaint: Address: _____
	City: _____ State: _____ ZIP Code: _____
	Phone number: ( ) - Contact person (if known): _____
d.	Have you been provided a final decision or report? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If you marked "YES", please attach a copy of the complaint.</b>	

<b>8. What Corrective Action or Remedy Do You Seek? Please Explain.</b>

<b>9. Choosing a Personal Representative</b>	
<ul style="list-style-type: none"> <li>▪ You may choose to have someone else represent you in dealing with this complaint. It may be a relative, friend, union representative, an attorney, or someone else.</li> <li>▪ If you choose to appoint someone to represent you, all of our communication to you will be routed through your representative.</li> </ul>	
Do you want to authorize a personal representative to handle this complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If YES, complete the section below. If NO, go to Section 10.</b>	
<b>AUTHORIZATION OF PERSONAL REPRESENTATIVE</b>	
I wish to authorize the individual identified below to act on my behalf as my personal representative, in matters such as mediation, settlement conferences, or investigations regarding this complaint.	
Name: _____	
<input type="checkbox"/> I am an attorney representing the complainant. <input type="checkbox"/> I am not an attorney representing the complainant.	
Mailing Address: _____	
City: _____	State: _____ Zip Code: _____
Phone : ( ) -	Fax: ( ) -
Email: _____	

## 10. Alternate Dispute Resolution (ADR) Also Known as Mediation

**Notice**—You must indicate if you wish to mediate your case. The Local Area Workforce Development Area cannot begin to process your complaint until you have made a selection. Please check **YES** or **NO** in the spaces below.

- Mediation is an alternative to having your complaint investigated.
- Neither party loses anything by mediating.
- The parties to the complaint review the facts, discuss opinions about the facts, and strive for an agreement that is satisfactory for both.
  - Agreement to mediate is not an admission of guilt by the person(s)/entity that you claim discriminated against you.
  - Mediation is conducted by a trained, qualified and impartial mediator.
  - You (or your Personal Representative) have control to negotiate a satisfactory agreement.
  - **Terms of the agreement are signed by the complainant and the person(s)/entity that you claim discriminated against you.**
  - **Agreements are legally binding on both parties.**
  - If an agreement is not reached, a formal investigation will start.
  - Failure to keep an agreement will result in a formal investigation.
  - A formal investigation will be opened if retaliation is reported.
- **Do you wish to mediate your complaint?**  
(Please check only one box)

**YES**, I want to mediate.       **NO**, please investigate.

**If you select “YES” you will be contacted within five business days with more information.**

## 11. Complainant Signature

Your signature on this form will initiate the processing of this complaint. By signing this form, you are declaring under penalty of perjury that the information included is true and correct to the best of your knowledge of belief.

**Signature:**

**Date:**

WSD17-01, August 1, 2017

## Exhibit E.5

### **REPORTING WASTE, ABUSE OR FRAUD IN WIOA-FUNDED PROGRAMS**

**EDD Directive # WSD 12-18** requires that all sub recipients and lower tier sub 99 of Workforce Innovation and Opportunity Act (WIOA) funding be aware of their responsibilities to immediately report any suspected incidents of fraud, waste, abuse or other criminal activity involving WIOA funds to the Santa Cruz County Workforce Development Board (WDB), which in turn will forward those reports to the Department of Labor's Office of the Inspector General (OIG) and the Compliance Review Office (CRO) of the State Employment Development Department (EDD). Both sub recipients and lower-tier sub recipients are required to obtain sufficient information to provide a clear, concise report of each incident, including a statement of all facts, any known or estimated loss of WIOA funds resulting from the incident, and any immediate actions taken or planned that are determined to be necessary to prevent further financial loss or other damage, or recovery of funds or property. The submission of an incident report should not be delayed even if all the facts are not readily available. Any facts subsequently developed by the sub recipient are to be forwarded in a supplemental incident report. If your organization contracts directly with the WDB it is considered to be a sub recipient; if it receives WIOA funding indirectly, such as through a training voucher or other non-contractual payment, your organization is considered to be a lower-tier sub recipient. These requirements do not supersede the responsibility for all recipients of WIOA funding to report immediately, and take prompt and appropriate corrective action when any evidence of a violation of WIOA or its implementing regulations.

**Sub Recipient Requirements:** Shall establish appropriate internal program management procedures to prevent and detect fraud, waste, abuse or other criminal activity. These procedures must include a reporting process to ensure that the WDB is notified immediately, which in turn must notify CRO and OIG, of any allegations of WIOA-related fraud, waste, abuse, or other criminal activity. These internal management procedures must be in writing and include the designation of a person on the sub recipients' staff who will be responsible for such notifications.

**Lower-Tier Sub Recipients:** Shall establish, document, and implement procedures to immediately notify the funding entity (Santa Cruz County WDB) of any suspected or proven fraud, waste, abuse, or other criminal activity involving WIOA-funded activities.

**Method of Reporting:** Anyone wishing to report suspected fraud, waste, abuse or other criminal activity involving WIOA funds shall complete an Incident Report form (attached and also available at the website of the Department of Labor's Office of the Inspector General – [www.oig.dol.gov](http://www.oig.dol.gov) ) and fax that report to (831) 454-4642, Attention: Andrew Stone, Director. Reports may also be mailed to:

Attention: Director, Workforce Development Board  
18 W. Beach Street  
Watsonville, CA 95076

Within one workday of detection or discovery of information alleging fraud, abuse, or other criminal activity involving WIOA funds, the detecting entity shall submit a completed incident report. Once the Incident Report form is received the WDB will forward that report simultaneously to the Office of the Inspector General (OIG) of the Department of Labor and State's Compliance Review Office (CRO), either by fax or email.

Action will not be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous. If a complainant considers that his or her position will be compromised by reporting information via an incident report, he or she may send the report directly to the OIG.

**Acknowledgement of Incident Reporting Requirements:** Each sub recipient and lower-tier sub recipient is required to sign below acknowledging their reporting responsibilities for suspected incidents of fraud, waste, abuse or other criminal activity involving WIOA funds. This informational bulletin should be signed

and a copy retained by the sub recipient and the original signature(s) document kept in the sub recipient contract file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Name/Title of Official Signing

\_\_\_\_\_  
Date

## INCIDENT REPORT

<p>1. Type of report (check one)</p> <p><input type="checkbox"/> Initial</p> <p><input type="checkbox"/> Supplemental</p> <p><input type="checkbox"/> Final</p> <p><input type="checkbox"/> Other <i>[specify]</i></p>	<p>2. Type of incident (check one)</p> <p><input type="checkbox"/> Conduct violation</p> <p><input type="checkbox"/> Criminal violation</p> <p><input type="checkbox"/> Program violation</p>
<p>3. Allegation against (check one)</p> <p><input type="checkbox"/> Contractor</p> <p><input type="checkbox"/> Program Participant</p> <p><input type="checkbox"/> Other <i>[(specify), give name and position of employee(s), list telephone number, Social Security Account number, if applicable, and other identifying data.]</i></p>	
<p>4. Location of incident</p> <p><i>[give complete name(s) and addresses of organizations(s) involved]</i></p>	
<p>5. Date and time of incident/discovery <i>[date, time]</i></p>	
<p>6. Source of complaint (check one)</p> <p><input type="checkbox"/> Audit    <input type="checkbox"/> Contractor    <input type="checkbox"/> Program Participant    <input type="checkbox"/> Public</p> <p><input type="checkbox"/> Investigative Law Enforcement Agency <i>[(specify)]</i></p> <p><input type="checkbox"/> Other <i>[(specify), give name and telephone number so additional information can be obtained.]</i></p>	
<p>7. Contacts with law enforcement agencies</p> <p><i>[specify name(s) and agency contacted and results]</i></p>	
<p>8. Persons who can provide additional information</p> <p><i>[(include custodian of records) name, position or job title, employment, local address (street, city and state) or organization, if employed and telephone number]</i></p>	
<p>9. Details of incident</p> <p><i>[describe the incident]</i></p>	

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT  
DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

Contractor:

## 1. PREAMBLE

CONTRACTOR, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (hereinafter referred to as COUNTY), and, if so, may have access to confidential data and personally identifiable information (collectively referred to as PII) pertaining to persons and/or entities receiving services from the COUNTY. This information includes but is not limited to client name, address, social security number, date of birth, biometric record (e.g. fingerprints, voice recordings and photographic images), driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such PII in its possession, especially PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that the PII shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this Agreement as a condition of the attached contract with the COUNTY.

## 2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, biometric record, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
- b. "Confidential Materials" includes: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY whether hard copy or electronic data; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.
- d. "Secure environment" means any area where:
  - i. Workers assist in the administration of services provided by COUNTY;
  - ii. Workers use or disclose PII; or
  - iii. PII is stored in paper or electronic format
- e. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

### 3. AGREEMENTS

- a. CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.
- b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.
- c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.
- d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.
- e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
- f. CONTRACTOR shall limit access and use of any PII provided by the COUNTY, or by the participant, to a business need solely for the purpose of administering the program supported by this Agreement.
- g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR's possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.
- h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

### 4. INFORMATION SECURITY AND PRIVACY STAFFING

- a. CONTRACTOR agrees to report immediately to the designated Human Services Department Contract Manager as well as to the COUNTY Security Compliance Officer [[InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) or (831) 454-4840] any and all violations of this Agreement by it/her/him and by any other person, company or organization of which it becomes aware.

### 5. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.
- b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.
- c. CONTRACTOR employees pertinent to this contract must perform the following security measures annually:
  - i. Complete an online training course regarding privacy and security to be provided by COUNTY, within thirty (30) days of provision to CONTRACTOR;
  - ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY, within thirty (30) days of provision to CONTRACTOR;

- iii. Conduct other activities related to assurance of information security, if directed by COUNTY.
- d. COUNTY and CONTRACTOR acknowledge that Federal and State laws relating to data security and privacy are rapidly evolving. COUNTY may at any time develop further details to confidentiality protocols as it relates to contracted work, which as approved will be submitted formally to the CONTRACTOR.

**6. PHYSICAL SECURITY**

- a. The CONTRACTOR awarded funds under the attached contract shall maintain, use and store all PII and information gathered pertaining to program participants in a secure environment in order to ensure the participant’s right to confidentiality.

**7. TECHNICAL SECURITY CONTROLS**

At all times CONTRACTOR shall use secure systems to access, store, process and transmit PII.

**8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

- a. During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:
  - i. **Initial Notice to COUNTY** by email to COUNTY Security Compliance Officer [InformationSecurityOfficer@santacruzcounty.us](mailto:InformationSecurityOfficer@santacruzcounty.us) as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:
    - 1. **Immediately upon discovery** of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.
    - 2. **Within one working day of discovery**, the CONTRACTOR shall notify COUNTY of:
      - i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;
      - ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;
      - iii. Potential loss of PII affecting this Agreement.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

NAME:

POSITION:

**EXHIBIT G**

**REQUIREMENTS FOR SERVICES TO MINORS**

Any and all personnel employed or retained by Contractor in conducting the operations of Contractor's program shall be qualified to perform the duties assigned to them by Contractor. Additionally, Contractor certifies the following:

**A. COMPLIANCE WITH CHILD ABUSE AND NEGLECT ACT REQUIREMENT FOR SERVICES TO MINORS (California Penal Code sections 11164 et seq.)**

Contractor shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164, et.seq. The Child Abuse and Neglect Reporting Act authorizes a city, county or special district to access State summary criminal history information for screening employees and volunteers. Volunteers whose duties require direct contact with and supervision of children, though not mandated reporters, are encouraged to obtain training in the identification and reporting of child abuse and neglect pursuant to Penal Code section 11165.7(b).

**B. EMPLOYEE AND VOLUNTEER CLEARANCE VERIFICATION REQUIREMENT FOR SERVICES TO MINORS (California Public Resources Code section 5163-5164)**

California Public Resources Code section 5163: Contractor shall ensure that no person providing food concessionaire services or other licensed concessionaire services, whether paid or unpaid by Contractor, shall be permitted to provide services requiring contact with children unless Contractor has complied with the TB testing requirements set forth in California Public Resources Code section 5163. Contractor shall verify that the person or persons have provided evidence/verification of a negative TB skin test reading less than 2 (two) years old (if newly hired or volunteer) or within 4 (four) years (if current employee or volunteer) of the date of execution of this Agreement. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. Contractor shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to County, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician or a notice from a public health agency or unit of the tuberculosis association, which indicates freedom from active tuberculosis. By this reference "Certificate" is incorporated into this Agreement as though fully set forth therein.

California Public Resources Code section 5164 prohibits a city, county or special district from hiring any person to perform services at a park, playground, recreation center or beach, in a position having supervisory or disciplinary authority over any minor, when that person has been convicted of any crimes specified in Public Resources Code section 5164. Section 5164 requires a Questionnaire and by this reference is it incorporated into this Agreement as though fully set forth therein. The "Section 5164 Questionnaire" shall be included with records retained by Contractor and shall be made available with all records retained related to employees or volunteers working under this Agreement, upon request by County in monitoring for compliance review.

Contractor agrees that Contractor shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors if they have been convicted of any offense identified in California Public Resources Code Section 5164.

Criminal Background Checks: If Contractor provides services directly to minors, Contractor shall conduct criminal background checks through the database of the California Department of Justice, and an FBI criminal database or equivalent national database, as approved in writing by Contractor's liability insurance provider, on each of its employees and volunteers who will be working with minors, or who have supervisory or disciplinary authority over minors.

Contractor shall not, at any time, allow its employees or volunteers to be in any position that allows for contact with or access to minors, if they have been convicted of any offense identified in the California Public Resource Code section 5164. County and Contractor understand the results of background checks on minors may be confidential under state law. Employees or volunteers under 18 years of age are allowed to work with other minors, provided that they are supervised at all times by an employee who has passed a criminal background check. Contractor shall ensure that no person paid or unpaid by Contractor shall be permitted to provide services to minors unless appropriate background checks have been performed prior to the beginning of series under this Agreement, and the person meets the standards set for the above. Regardless of whether such documentation is requested or delivered by Contractor, Contractor shall be solely responsible for compliance with the provisions of California Public Resources Code section 5164. By this reference is incorporated into this Agreement as though fully set forth therein.

C. MICHELLE MONTOYA SCHOOL SAFETY ACT REQUIREMENT FOR SERVICES TO MINORS (California Education Code section 45125 et seq.)

Contractor understands that if services are rendered at a school, WIOA Youth Services, businesses or community sites, there may be additional requirements that apply under the California Education Code. Contractor staff, subcontractor staff and volunteers shall be competent in dealing with youth. In providing direct services to minors, Contractor, its collaborative partners, subcontractors and volunteers must comply with the Michelle Montoya School Safety Act (California Education Code section 45125 et seq.) that requires all staff members and volunteers working with youth to be fingerprinted and comply with other laws pertaining to youth work.

Contractor acknowledges that it is Contractor's sole responsibility to comply with all applicable laws, regulations and licensing requirements in Contractor's provision of services hereunder.

I, Contractor, by signing below verify that I have read and agree to the above.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

**CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

- (a) (1) A county or CITY or CITY and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or CITY or CITY and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).
- (2) (A) Violations or attempted violations of SECTION 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in SECTION 290 of the Penal Code, except for the offense specified in subdivision (d) of SECTION 243.4 of the Penal Code.
- (B) Any felony or misdemeanor conviction specified in subparagraph(C) within ten (10) years of the date of the employer's request.
- (C) Any felony conviction that is over ten (10) years old, if the subject of the request was incarcerated within ten (10) years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with SECTION 207) of Title 8 of Part 1 of the Penal Code, SECTION 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of SECTION 12022 of the Penal Code, in the commission of that offense, SECTION 217.1 of the Penal Code, SECTION 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with SECTION 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of SECTION 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or more misdemeanor and felony convictions, for violations listed in this SECTION within the ten (10) year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding ten (10) years.
- (b) (1) To give effect to this SECTION, a county or CITY or CITY and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or CITY or CITY and county or special district shall screen, pursuant to SECTION 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.
- (2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the

Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

**CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163**

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a CITY or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the CITY or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

"Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any CITY or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this Section.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The CITY or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

5163.4. Nothing in Sections 5163 to 5163.3, inclusive, shall prevent the CITY or county from requiring more extensive or more frequent examinations.