



Travis County Commissioners Court Agenda Request

Meeting Date: October 14, 2014

Prepared By/Phone Number: Juanita Jackson - 854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to Approve an Interlocal Agreement Between Travis County and the Austin Independent School District Relating to Juvenile Case Management Services at Dobie and Webb Middle Schools.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached resumes

STAFF RECOMMENDATIONS:

None

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached

REQUIRED AUTHORIZATIONS:

CC: Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Nicki Riley, CPA, Travis County Auditor
Leroy Nellis, Acting County Executive, Planning and Budget
Aerin Pfaffenberger, Analyst, Planning and Budget Office
David Walch, Purchasing Agent Assistant, Travis County Purchasing
Deborah Britton, Community Services Division Director
Sherri Fleming, County Executive, HHS and VS
Kathleen Haas, Financial Management
John Bradshaw, Contract Compliance Specialist



TRAVIS COUNTY HEALTH and HUMAN SERVICES
& VETERANS SERVICE
P. O. Box 1748 * Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS/VS
Office (512) 854-4100 * Fax (512) 279-2197

M E M O R A N D U M

Date: October 1, 2014
To: Travis County Commissioners Court
From: *Sherri E. Fleming*
Sherri E. Fleming, County Executive for
Travis County Health and Human Services and Veterans Service
Subject: AISD interlocal for juvenile case management services

Proposed Motion:

Consider and take appropriate action to approve an interlocal agreement between Travis County and the Austin Independent School District relating to juvenile case management services at Dobie and Webb middle schools.

Summary and Staff Recommendations:

This interlocal outlines the responsibilities of Travis County and the Austin Independent School District (AISD) in providing juvenile case management services at Dobie and Webb middle schools. The program uses the Neighborhood Conference Committee (NCC), an established program in Travis County Health and Human Services and Veterans Service (TCHHSVS), to deal with chronically truant students and students committing Class C Misdemeanors. The school-based program uses two paid case managers who work with volunteers serving on neighborhood conference committees. These committees meet with families, youth and school officials, gather information about a particular case, and decide upon the terms of a contract or agreement with a particular youth. The goal of the program is to provide youth with the understanding of the impact of their actions and the skills needed to improve their behaviors. Youth are referred to the program by school counselors.

TCHHSVS staff recommends approving this agreement.

Budgetary and Fiscal Impact:

This interlocal does not deal with funding. It outlines the responsibilities of each party in providing juvenile case management services at Dobie and Webb middle schools. The City of Austin provides funding for the two case managers who work at Dobie and Webb through a separate agreement.

Issues and Opportunities:

The NCC program provides community-based intervention for juveniles between the ages of 10 and 16. The committee, comprised of resident volunteers, meets with the youth and parents to establish a contract that is mutually agreed upon and is signed by the youth, parent committee members and the case manager. The contract outlines the requirements for the juvenile that must be completed in order for the case against the youth to be closed. The contract consists of activities designed to address the perceived causes of delinquent behavior as determined by the committee and provide appropriate consequences. The goal of the program is to prevent youth from engaging in subsequent delinquent behavior and restore them to their communities as productive citizens.

Background:

The school-based program came about as the result of recommendations from a task force comprised of representatives from AISD, Travis County and the City of Austin who discussed ways to deal with chronic truancy and other in-school violations.

Cc: Nicki Riley, CPA, CMA, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office
Deborah Britton, Community Services Division Director, TCHHS&VS

INTERLOCAL COOPERATIVE AGREEMENT
between
Austin Independent School District
and
Travis County
(Neighborhood Conference Committee Pilot)

This Interlocal Cooperative Agreement is agreed and entered into by and between the Austin Independent School District ("District" or "AISD") and Travis County ("County") and is effective upon full execution.

WHEREAS, County wishes to provide services and activities at Dobie and Webb middle schools that will provide a method for holding eligible youth accountable for meeting requirements which will prevent their being introduced into the judicial system, the details of which shall be indicated under the County's organizational profile in the Youth Services Mapping system at <http://www.ysm-austin.org/>;

WHEREAS, District recognizes and appreciates the benefits to be derived from providing such services;

NOW THEREFORE, County and District agree as follows:

1. Term of Agreement: This agreement shall commence on October 1, 2014 (start date), and end on September 30, 2015. This Agreement may be extended by both County and District if in writing and executed by both parties prior to expiration.
2. Purpose: The purpose of the agreement is to establish the terms and conditions under which the District and County will partner for the implementation of the Neighborhood Conference Committee (NCC) pilot, a collaborative, community-based diversion and prevention program including representatives from the District, County and City of Austin that work with first-time juvenile misdemeanor offenders ("Participants") and their families. Services under this agreement will be provided by assigned case manager(s) who will provide pre-filing programs for juveniles with Class C cases in order to intervene prior to the introduction of juveniles into the court system and attempt to prevent juveniles from entering into the judicial system.
3. Responsibilities of the County:
 - a) Program Delivery and Supervision. Program instruction and oversight shall be under the direction and responsibility of County. County will recruit, hire and train all program staff and volunteers and work with District personnel to determine potential District trainings in which program staff and volunteers may participate. County staff will plan and implement all aspects of the NCC program. At each campus where services are delivered, NCC case manager will liaison with campus point of contact to accept referrals and subsequently contact families and students for program delivery.
 - b) Funding. Funding for services provided under this Agreement will be secured by County. No fees will be charged to students or District.
 - c) Full Disclosure. The County will fully disclose the scope of its services and obtain a statement signed by parent/guardian of each Participant acknowledging the disclosure and releasing the District from any and all responsibility for County activity.
 - d) Youth Services Mapping. The County will maintain accurate and timely information in the Youth Services Mapping system as changes occur, including capacity, services available (with locations), and numbers served <http://www.ysm-austin.org/>.
 - e) Space and Equipment. For all services delivered on District campuses, County is responsible for ensuring all necessary documentation is on file with the AISD Facility Use Office (512-414-0546). County agrees that County will not be serving food of any kind as a part of the services provided under this Agreement. Facilities and equipment to be utilized by County will be as mutually agreed to by County and AISD. Such use will be at no charge to County. County agrees to abide by all rules and regulations related to such use as are conveyed to County by AISD. Written materials intended for use by County under this agreement will be submitted to AISD for prior approval.

- f) Access to Student Data. County will adhere to guidelines regarding access to student data as specified in Exhibit A of this agreement.
- g) Criminal History Record Information (in reference to Exhibits B and B.1). County shall, at its sole cost and expense, obtain for each covered worker providing services under this Agreement the criminal history record information as required by TEC §22.0834. The term "covered worker" shall mean any employee or volunteer serving on behalf of County or any sub-contractor to the County. County shall not allow on District Property any covered worker who has been convicted of (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. If during the period County is providing services under this Agreement, County or the District receives updated criminal history record information for a covered worker that includes a disqualifying criminal history under this paragraph 6, County shall prohibit such covered worker from future entry on District Property. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 TAC §153.1101. The District will be the final arbiter of what constitutes continuing duties and direct contact with students.

Provisions of this agreement apply to services provided by the County on all District campuses and facilities.

4. Responsibilities of the District: Campus administrators will refer students to the NCC program that have been ticketed in the past for school violations (Class 'C' Misdemeanors/Truancy).

- a) Training. District will provide training (at no cost to County) for County staff related to District data systems that are necessary for program delivery and evaluation and will notify County staff of other trainings regarding basic District resources, information and/or protocol that may benefit County staff in delivering high quality services to students and families.
- b) Single Point of Contact. Each campus will designate a single point of contact for student referrals into the NCC program. Each campus point of contact will coordinate with relevant District personnel and campus partners to identify students for referral, and NCC case manager(s) will return all closures (successful or unsuccessful) and/or cases determined to be beyond the scope of services back to the campus point of contact.
- c) Access to Student Data. District will provide County case managers with non-employee identification (auxiliary) numbers, access to participate in campus Child Study Teams, and access to student data as specified in Exhibit A of this agreement for the purposes of program delivery and evaluation.
- d) Space and Equipment: District will provide space and access to students in accordance with District policies and practices and as reasonable and appropriate in the opinion of District and campus administrators. District will provide office space at each campus specified in this agreement, which will be used to store confidential information and conduct confidential conferences with parents & students. Each case manager will be assigned relevant door key(s) and a personal access badge for entry into District facilities. Use of District furniture and equipment shall be granted as appropriate for quality service delivery, to include:
 - desk and chairs
 - phone line
 - access to a printer, copier and fax machine
 - other furniture and equipment as deemed necessary and available

7. Termination of Contract: This contract may be terminated by either Party by giving ten (10) days written notice of such termination and the effective date of the termination as follows:

If to District:	Paul Cruz, Ph.D. AISD Interim Superintendent pcruz@austinisd.org 512.414.2412 1111 West 6th Street Austin, Texas 78703	and	Mel Waxler Chief of Staff mwaxler@austinisd.org 512.414.6425 1111 West 6 th Street Austin, Texas 78703
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If to County: Sherri Fleming, County Executive
Travis County Health, Human Services and Veterans Services
P. O. Box 1748
Austin, Texas 78767

and

Cyd Grimes, Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

and

David Escamilla, Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attention: Transactions Division

8. Compliance with Laws: This agreement shall be governed by the laws of the State of Texas. County agrees to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §130.1, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.*

9. Hold Harmless Agreement: It is agreed that County and District are independent entities and shall each be solely responsible for payment of their respective employees and shall provide, if required, workers' compensation and public liability insurance to protect that entity from liability for injuries or damages to its employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment.

10. Confidentiality: The County shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law. County recognizes that the completion of District's Data Sharing Agreement may be required.

11. Insurance. Each Party will have and maintain insurance coverage at a level sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards.

12. Survival of Obligations. All provisions of this Agreement that impose continuing obligations on the Parties, including but not limited to confidentiality, and agreement purpose shall survive the expiration or termination of this Agreement.

13. Assignment. A Party to this Agreement may not assign or transfer its interests under this Agreement without prior written approval of the other Parties.

14. Entirety of the Agreement

14.1 This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

14.2 It is acknowledged that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners' Court under a specific provision of this Agreement or by separate action of the Commissioners' Court. All requests for changes shall be submitted to the Contract Administrator of each Party, with a copy to the County Purchasing Agent at: Cyd Grimes, Travis County Purchasing Agent, P. O. Box 1748, Austin, Texas 78767.

15. Performance. The obligations arising under this Agreement shall be performed in Travis County, Texas.

16. Jurisdiction and Venue. The Parties agree that this Agreement is governed by the laws of the State of Texas

and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

17. Severability. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

18. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any immunity or legal defense available at law or equity to any of the Parties against claims arising in the exercise of its governmental powers and functions, or to create any legal rights or claims on behalf of any third party. Neither the County nor District waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decisions to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Parties.

19. Force Majeure. A Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a Party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Parties, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

20. Texas Public Information Act. Each Party agrees that it is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act) and this Agreement is subject to the Act.

21. Liabilities and Claims. Approval of AISD or County of any service, report or other performance by the other Party under this Agreement shall not constitute nor be deemed a release of the responsibility and liability of either Party, their employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by AISD and/or County for any defect, error, omission, act or negligence or bad faith by AISD or County or their respective employees, agents or associates.

22. Reservation of Rights/Non-Waiver of Default

22.1 If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of County and District under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County and/or District under it. The exercise or failure to exercise any right or remedy in this Agreement of County or District or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

22.2 One or more acts of forbearance by any Party to enforce any provision of this Agreement or any payment, act or omission by any Party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default which then exists or may subsequently exist.

23. Independent Entities. The Parties expressly acknowledge and agree that AISD and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the AISD shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the AISD or gain any rights against AISD pursuant to AISD's personnel policies. The relationship of County and AISD under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements,

representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24. Responsibilities. AISD shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of AISD or its employees in relation to this Agreement. AISD and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

25. Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against AISD or County, the Party against whom the claim or other action is made shall give written notice to the other Party of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 11.0 of this Agreement. Except as otherwise directed, the Party against whom the claim has been made shall furnish to County copies of all pertinent papers received by that Party with respect to these claims or actions.

SIGNED this 29th day of September, 2014.

SIGNED this _____ day of _____, 2014.

AUSTIN INDEPENDENT SCHOOL DISTRICT

TRAVIS COUNTY

DCJ

Superintendent or Authorized Designee

BY: _____
Samuel T. Biscoe
Travis County Judge

APPROVED AS TO LEGAL FORM

[Signature]
9/26/14

Vijay M. Jones

Board President

EXHIBIT A
DATA SHARING AGREEMENT
BY AND BETWEEN
AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
TRAVIS COUNTY

The Austin Independent School District (District) agrees to provide Category 1 data access, as permitted under FL REGULATION, to the NCC Case Managers employed by Travis County (County) for the Neighborhood Conference Committee programs. The terms of this agreement are in effect as long as the contract for services between District and County for Neighborhood Conference Committee programs is in effect or until terminated in writing by one or both parties.

District shall provide the above named County staff access to the District student data systems for students with written parent/guardian consent attending the schools specified in the contract for Neighborhood Conference Committee programs. County staff will not make edits to existing student data. Access to the electronic Child Study Team system (eCST) will be provided during the term of this agreement via a Technology Service Request completed by the Office of Innovation and Development with permission from the principal of each campus where Neighborhood Conference Committee programs are located. The specific data elements shared and the arrangement between District and County must be specifically described in the County's parent/guardian consent form and include the following list of data elements:

- Student full name
- Student ID
- School name
- Enrollment status
- Teacher name(s)
- Grade level
- Age
- Date of birth
- Sex
- Ethnicity
- Home language
- Correspondence language
- Parent/guardian name(s)
- Home address
- Phone numbers
- Attendance (summary and details)
- Discipline (summary and details)
- Academics (summary and details)
- Standardized test results (summary)
- Class Schedule
- Special Education status
- 504 status
- Individual and group programs and interventions regarding concerns about student academics, attendance and behavior

Access to eCST and student program participant information will be granted via unique logins and passwords for designated County staff upon receipt of necessary staff and student information by the Office of Innovation and Development (OID), which will coordinate with relevant District departments to arrange access. Access to eCST is provided for the purpose of facilitating the delivery of services to District students and families by County through NCC program and for no other purpose. All individuals authorized to have access to eCST are responsible to maintain the confidentiality of his or her login and password and may not share access with any other individual. Each authorized individual shall certify in writing their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality ("Confidentiality and Access

Agreement”).

County assures that in all internal program monitoring reports, electronic or otherwise, derived from information made available under this agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. County assures that data will not be released to a third party. Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

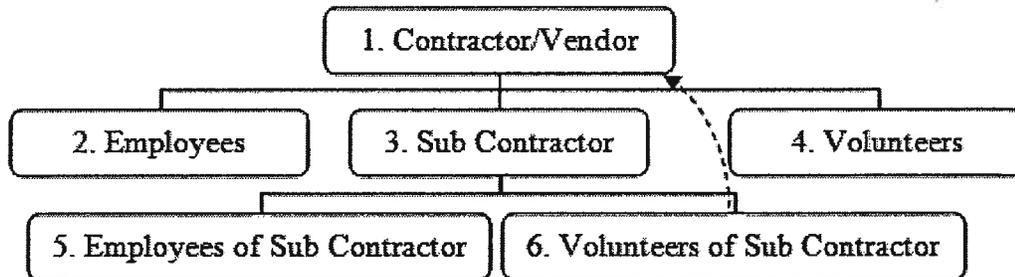
During the period in which County staff have access to eCST, County shall request access only for its paid staff so that they may monitor the academic progress of the students in its program. Program volunteers may not access the system. County will notify District of any changes in staffing that affect access permissions, to include removal of staff who are no longer working for NCC program. County also agrees to store any data that are downloaded, printed or copied from the eCST system in a secure and locked area and to prevent unauthorized access. County shall provide District with a sworn affidavit that any saved data in any form, whether physical or electronically saved to agency or personal computers, have been destroyed at the end of the contract term. County may take up to 30 days to delete all records.

EXHIBIT B

CRIMINAL HISTORY RECORD INFORMATION/COUNTY CERTIFICATION

A. **The Contractor (County) is directly responsible to ensure that a criminal history record review has been conducted and that there is no criminal history record that would prevent the “covered worker” providing services under this Agreement from working in the District’s facilities or in events sponsored by the District.** Definition of a “covered worker”:

1. executive representatives who make final decisions on behalf of the County.
2. any and all individuals that are employees of the County. This is a person that receives a W-2 tax form from the County for federal income tax purposes at the end of each tax year.
3. any and all individuals that serve as a Sub-contractor to the County. This is a person that receives a 1099 tax form from the County for federal income tax purposes at the end of each tax year.
4. any and all individuals that serve as a volunteer working directly with the County. A volunteer is a person serving without any type of compensation.
5. any and all individuals that serve as employees of a Sub-contractor. This is a person that receives a W-2 tax form from the Sub-contractor for federal income tax purposes at the end of each tax year.
6. any and all individuals that serve as a volunteer working with the Sub-contractor. For purposes of this contract, a volunteer working with a Sub-contractor is considered to be a volunteer working directly with the County.



B. **County’s Criminal History Record Review Requirements:**

1. **Covered workers –** The County is solely responsible to review all criminal history record results for all covered workers providing services under this Agreement and must ensure that all covered workers providing services under this Agreement are eligible to work in the District’s facilities or at the District’s sponsored events with the contract. To conduct the criminal history record review for covered workers employed by the County, the County must establish a criminal history clearinghouse account with the Texas Department of Public Safety (DPS). After this account is established, all covered workers under these categories must be fingerprinted by the organization designated by the State and the County must confirm that there is no criminal history record that would prevent the covered worker from serving in the District’s facilities or in events sponsored by the District. Companies with five (5) or fewer total covered workers may choose to establish the clearinghouse account with DPS or go directly to DPS and be fingerprinted.

2. Covered workers/Sub-contractors, Volunteers, Employees of Sub-contractors and Volunteers of Sub-contractors – To conduct the criminal history record review for covered workers in these categories, the covered workers must go directly to DPS and be fingerprinted.
 3. Requirement of County to Submit a List of covered workers (Exhibit B.1) – The County must submit a list of all current workers providing services under this Agreement and eligible to work in the District's facilities or at District's sponsored activities associated with the County under this agreement at the time of execution of the agreement. Reference Exhibit B.1 for submission instructions. The list must include the covered worker's name, date of birth and a current Texas or out of state driver's license or identification number. Companies are required to update this list each month as to any employee related personnel changes (i.e. new hires, terminations, etc.).
- C. Eligibility of Covered Workers to Work Under the Agreement: Covered workers with a criminal history record as specified below shall not be eligible to work in the District's facilities or at District's sponsored activities:
- Any felony conviction at any time;
 - Any misdemeanor conviction within the past five years; or
 - Any arrest at any time for which the disposition is unknown.

Covered workers that have two or more misdemeanor convictions more than five years ago must be reviewed for work eligibility by the District's Office of Human Resources. An individual that is sponsored by the County to work in a District facility or at a District sponsored event during only one occasion, or on very infrequent occasions, will not need to have a criminal history review, provided that the individual is accompanied at all times by one of the County's covered workers that is eligible to work. The County is solely responsible for ensuring that these criteria are met at all times. Any exceptions to the above eligibility requirements must be approved by the District's Office of Human Resources.

- D. If it is determined that any information in the "List of Covered Workers" is incorrect or if the County and Sub-contractor knowingly fail to comply with the certification provision within this agreement, the County and Sub-contractor shall be in material default under this agreement. Furthermore, if it is determined at any time that a covered worker is on District Property in violation of Provision 6 of this agreement, the County shall immediately remove or cause to be removed such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from future entry on District Property. The District reserves the right to cause the District's police or other security personnel to remove such employee from the District's property.
- E. Any agency under Section A-6 of Exhibit B that enters any District facility or District sponsored event during only one occasion is not subject to the requirements of the Criminal History Records Review, provided the individual is accompanied at all times by a District employee.

Complete the following form.

