

**ADDENDUM FOUR TO THE REQUEST FOR STATEMENT OF QUALIFICATIONS  
(RFSQ) FOR THE PROVISION OF SOCIAL ENTERPRISE  
EMPLOYMENT AND TRAINING SERVICES**

In accordance with the RFSQ, Section 1.8 (County Rights & responsibilities), County has the right to amend the RFSQ by written addendum.

**PART I (CHANGES TO THE MASTER AGREEMENT)**

Master Agreement Section 7.5, Background and Security Investigations, is deleted in its entirety and is replaced with the following:

**7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

7.5.1 Each of Contractor's staff/employee performing Services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Master Agreement. This background investigation shall be conducted on an annual basis throughout the entire term of this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. For purposes of this Master Agreement, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Contractor or other individuals who perform Services on behalf of Contractor pursuant to this Master Agreement. For Work performed under this Master Agreement, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

- 7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
  - 7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
  - 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.2 If a member of Contractor's staff does not pass the background Investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Contractor and its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Master Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Master Agreement Manager. Contractor shall inform its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Master Agreement of said obligation. Contractor shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.5.5 Contractor shall immediately notify County's Master Agreement Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Contractor staff, independent contractor, volunteer staff or subcontractor who may come in contact with children, elderly individuals or dependent adults while providing Services under this Master Agreement when such information becomes known to Contractor. Contractor

shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.6 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.5 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.