



DUBLIN
CALIFORNIA

2016

Contract Instructor Manual



City of Dublin
Parks and Community Services Department
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(925) 833-6645

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CONTRACT INSTRUCTOR MANUAL

I. INTRODUCTION TO THE MANUAL

The information in this manual is intended for interested Contract Instructors and current Contract Instructors. The manual is a resource for information related to teaching a "fee" class, course or program (hereinafter referred to as course or courses) for the Parks and Community Services Department (P&CSD).

The P&CSD engages Contract Instructors to provide recreational services to our community. Courses may be designed for Preschoolers (Ages Infant-4); Elementary (Ages 5-12); Teens (Ages 13-17); Adults (Ages 18+); and Older Adults (Ages 55+).

II. SESSION DATES

These dates are subject to change.

Winter/Spring

Information due: September 15th

Starts February – May

Summer Camps & Aquatics

Information due: November 15th

Starts June – August

Summer

Information due: January 15th

Starts May – September

Fall/Winter

Information due: May 15th

Starts September – February

III. COURSE CONTACT INFORMATION

Aquatics; and Fitness

(925) 833-6645

Visual & Performing Arts; and Cultural & Heritage Programs

(925) 452-2100

Family Services; Youth Sports; and Enrichment Programs

(925) 556-4500

Older Adults; Adults; and Tennis & Golf

(925) 556-4511

IV. DESCRIPTION OF A CONTRACT INSTRUCTOR

- A. Contract Instructor, his/her employees and agents shall be independent contractors and not employees or agents of the City of Dublin.
- B. Contract Instructor and his/her employees and agents shall have no authority, express or implied, to bind the City of Dublin to any obligation whatsoever.
- C. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contract Instructor and any of its employees, agents, and subcontractors providing services shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (CalPERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for CalPERS benefits.

V. FACILITIES

1. Civic Center
2. Heritage Park & Museums
3. Library
4. Senior Center
5. Shannon Community Center
6. Stager Community Gymnasium (Dublin Unified School District Facility)
7. Swim Center

VI. CITY HOLIDAYS

The City of Dublin observes the following holidays and all City facilities are closed during these holidays. No courses may be held on these holidays.

- New Year's Day (January)
- Martin Luther King Jr. Day (January)
- President's Day (February)
- Memorial Day (May)
- Independence Day (July)
- Labor Day (September)
- Veterans Day (November)
- Thanksgiving Day (November)
- Day After Thanksgiving Day (November)
- Christmas Eve Day (December)
- Christmas Day (December)
- New Year's Eve Day (December)

VII. STAFF LIAISONS

You will be assigned to work with a P&CS Staff liaison who specializes in the general subject matter area in which you teach. S/he is your main contact at the City of Dublin. Direct any questions you have to your designated Staff liaison first, and please respond in a timely fashion whenever your Staff liaison requests information.

Please refer dissatisfied customers to your Staff liaison, and call your Staff liaison to let them know about customers you refer. If your Staff liaison is unavailable when you call, please leave a voicemail or send an email. If you are calling during normal business hours and the situation is urgent, press 0 after leaving your message to be transferred to another P&CSD Staff member who can assist you.

VIII. SUBMITTING A CONTRACT INSTRUCTOR COURSE PROPOSAL FORM

Complete and submit Proposal Forms for New Contract Instructors (Appendix I) or Continuing Contract Instructors (Appendix II).

1. Two descriptions are needed. The first one describes your course curriculum in detail, so your P&CSD Staff liaison understands how you run your course and what you will cover. The second is a written description of no more than 100-words to sell your course to the public in the City's Activity Guide. The Activity Guide description may be modified by P&CSD Staff to make it consistent with the City's style. Your P&CSD Staff liaison will give you an opportunity to review changes.
2. You must include the dates of your course. You must be specific; proposals will be considered incomplete if they do not include dates.
3. You must compute your own price. The City of Dublin contracts with Contract Instructors at the rate of 60% of the resident fees collected for courses held in city facilities or a school facility, and 70% for classes held in a facility you own or rent.
4. Submitting a Proposal does not guarantee that the course will automatically be added to the City of Dublin's public recreation offering. Additionally, once added no guarantees are made that the City of Dublin will automatically continue offering the course.

5. The P&CSD will review the proposal, assess the "content" of the course to determine whether it meets the Department's mission and goals.
6. If the proposal fits within the Department's mission and goals, then a P&CSD Staff member will contact you for a more detailed discussion.
7. A P&CSD Staff liaison will work with you to determine the specific design of the course in regards to facility suitability, facility availability, fee structure, course time frames, participant maximums or minimums, age ranges, course descriptions, etc. This information may have been included in the proposal; however, it may be necessary to flesh out additional details.
8. Once P&CSD Staff liaison and the Contract Instructor verbally enter into an agreement, a written agreement is produced stating specifically the courses and/or services the Contract Instructor is providing.

IX. CONTRACT INSTRUCTOR REQUIREMENTS

Before the City of Dublin can enter into an Agreement for Contract Instructor Services (Appendix III), the following documents must be obtained from a potential Contract Instructor. A Contract Instructor Checklist is included (Appendix IV) to help ensure the correct documents are submitted.

A. BUSINESS LICENSE

All Contract Instructors must obtain and maintain a City of Dublin Business License. A Business License application can be downloaded from the City's website (www.dublin.ca.gov) or by contacting the Community Development Department at (925) 833-6610. The City of Dublin charges a \$50 registration fee for an annual Business License (nonprofit organizations only pay a \$1 registration fee). For more information, review the Business License FAQ's (Appendix V).

B. FINGERPRINTING

If course is open to youth under the age of 18 years, the Contract Instructor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks before they can teach a course. Contract Instructor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice (DOJ).

1. Contract Instructors cannot do their own fingerprinting and background checks for their staff. Contract Instructors and any assistant instructors/subcontractors must be fingerprinted through the DOJ with background check results returned to the City's Human Resources Department.
2. Contract Instructors will be responsible for the cost of the fingerprinting.
3. The Dublin Police Department provides fingerprinting services. The fee for LIVESCAN services is \$32. The Contract Instructor should work with their P&CSD Staff liaison to schedule an appointment with the Dublin Police Department and obtain the correct DOJ LIVESCAN Form. The Form will be filled out by a P&CSD Staff representative and given to the Contract Instructor/assistant instructor/subcontractor.

C. FORM W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The City of Dublin does not withhold state or federal income tax from Contract Instructors. However, the City does report earnings via IRS Form 1099-MISC. Therefore, the Contract Instructor must submit an IRS Form W-9 (Appendix VI) on an annual basis.

D. INSURANCE

For the duration of the contract, Contract Instructor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, his agents, representatives, employees or subcontractors.

Instructor will obtain and maintain policies of commercial general liability insurance, automobile liability insurance and workers' compensation insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A:VII. The specific insurance requirements for Contract Instructors are as follows:

1. **Commercial General Liability:** Insurance plan with an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation with limits no less than \$1,000,000 per occurrence. Instructor will obtain the occurrence coverage as necessary, excluding professional liability, which will be written as claims made coverage. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance. An example has been included (Appendix VII).

If the course will be held on a school facility, the Dublin Unified School District will also need to be named as an Additional Insured.

2. **Automobile Insurance**
 - a. **Commercial Automobile Liability:** Contract Instructors with a business and employees shall provide Insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - b. **Personal Automobile Policy:** Contract Instructors who are sole proprietors shall provide a copy of their personal automobile insurance declarations page.

Contract Instructors who hire employees must provide proof of Workers' Compensation per CA State Law as follows:

1. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Proof of workers' compensation insurance is applicable if Instructor has employees other than self.

If Contract Instructor does not have employees other than self, Contract Instructor shall submit a completed "No Employees Declaration Form" (Appendix VIII).

E. MANDATED REPORTING

In California, certain professionals are required to report known or suspected child abuse. As a Contract Instructor who works with minors, you are deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA") and are required by law to report child abuse.

Pursuant to Penal Code section 11166.5, Contract Instructor shall be provided with, and must execute, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes (Appendix IX). If the Contract Instructor has assistant instructors and/or subcontractors, the Contract Instructor shall execute a Mandated Reporter Acknowledgment & Release of Information (Appendix X). Acknowledgments shall be maintained by the City during the term of the Contract Instructor's agreement.

F. TUBERCULOSIS (TB) TESTING

Contract Instructors who work with minors must provide a certificate, issued by a licensed physician or authorized agency, showing that within the last two years the Contract Instructor has been examined and has been found to be free of communicable tuberculosis before beginning work. If the Contract Instructor has assistant instructors and/or subcontractors, the Contract Instructor shall execute a Tuberculosis (TB) Test Acknowledgment & Release of Information (Appendix XI). Acknowledgments shall be maintained by the City during the term of the Contract Instructor's agreement.

X. GENERAL CONTRACT COURSE INFORMATION & INSTRUCTOR POLICIES

A. PERCENTAGES FOR CONTRACT INSTRUCTORS

The City of Dublin contracts at the rate of 60% of the resident fees collected for courses held in City facilities or a school facility, and 70% for courses held in a facility owned or rented by the Contract Instructor.

B. NON-RESIDENT FEES

The City of Dublin imposes a non-resident fee to individuals who do not reside in the City of Dublin. The non-resident fee is an additional 20% added to the resident fee. As a Contract Instructor, you will not receive the non-resident fee portion collected. This is retained by the City of Dublin to cover general operations.

C. COURSE PRICING

All Contract Instructors set their own prices. Federal IRS rules regarding contracting for courses prohibit the P&CSD from setting your course price. You can use the following formula to help you calculate a per hour rate:

1. Select the lowest fee per hour for which you will work, multiply this fee by the number of hours you will spend in teaching the course.
2. Divide this number by the **minimum** number of students you will teach.
3. Multiply this number by .6 (onsite Contract Instructors) **or** .7 (offsite Contract Instructors). Contract Instructors are paid 60% of the resident fees collected for courses held in city facilities or a school facility, and 70% for a facility owned by the Contract Instructor or rented by the Contract Instructor.

D. COURSE REGISTRATION

Contract Instructors shall not collect registration fees. Participants must pre-register via the City's enrollment process for all courses. Registration dates vary each session but follow the same sequence each session (resident on-line registration, resident mail-in registration and open registration). Participant registrations are processed on a first-come, first-served basis by the City of Dublin. No registration (forms or fees) shall be collected at your course. The City does not allow pro-rating of courses.

E. COURSE ROSTERS

A list of all course participants should be obtained from the P&CSD Staff liaison prior to the start of each course. Rosters will be emailed to Contract Instructors the week of their first course.

F. ATTENDANCE

Contract Instructors/assistant instructors/subcontractor shall take attendance each week. Participants should either be on the roster or have a receipt before they start the course. Individuals who are not on the roster or who do not have a receipt must be informed that they are not allowed to participate and that they need to contact P&CSD at (925) 556-4500.

G. ABSENCES

If a Contract Instructor/assistant instructor/subcontractor is ill or unable to perform the course, it is the responsibility of the Contract Instructor to provide an **approved** sub to conduct the course or cancel the course and notify their Staff liaison as soon as possible. It is the Contract Instructor's responsibility to notify the participants of a course cancellation of this nature.

If the course is cancelled, the Contract Instructor shall contact their Staff liaison by the next day to reschedule the course. If a make-up course is not offered, a credit of one course unit shall be given to participants and deducted from the Contract Instructor's fee.

H. ACCIDENT & INCIDENT REPORTS

In the event of an accident/incident during a course, an Incident/Accident Report (Appendix XII) must be completed and submitted to your Staff liaison by noon the next business day. It is the Contract Instructor/assistant instructor/subcontractor's responsibility to know where the first-aid kit is located for all facilities in which they provide services.

For minor first-aid (Band-Aids, etc.), the first-aid kit will suffice and a Minor First Aid Log (Appendix XIII) must be completed and submitted to your Staff liaison by noon the next business day. For serious accidents, DO NOT MOVE the injured participant and call 9-1-1 (9-911 from a City facility). If a child is involved, notify the parent/guardian immediately. All accidents and incidents must be reported to your P&CSD Staff liaison, no matter how minor they may appear.

I. AMERICAN WITH DISABILITIES ACT (ADA)

The ADA is federal legislation, which gives civil rights protection to individuals with disabilities similar to those rights provided to individuals based on race, sex, national origin, and religion. This law guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services and telecommunications.

It is the policy of the P&CSD to fully comply with the provisions of the ADA and to make reasonable accommodations to individuals with disabilities so that they can have an equal opportunity to participate or benefit from courses. P&CSD shall bear all costs associated with ADA accommodations, unless requests for accommodations result in an undue burden.

J. CANCELLATIONS

The City of Dublin reserves the right to cancel, combine or divide courses, change the time, date or place of courses, change the Contract Instructor and make other changes which become necessary to ensure a quality experience for participants. If necessary, P&CSD Staff may consolidate courses and transfer participants.

Courses may be cancelled if the minimum number of participants the Contract Instructor lists on the proposal form is not met. P&CSD Staff may ask the Contract Instructor if they will still teach the course if the number is below the minimum requirement. If the Contract Instructor cannot teach the course below the minimum requirement, participants shall receive a full refund, which can take up to 30 days and is not subject to a processing fee.

K. CREDIT/REFUND POLICY AND WITHDRAWALS

If a participant's withdrawal from a course is received no later than four (4) business days prior to the course start date, a credit for the full registration fee will be placed on their account. Participants can request a refund, which can take up to 30 days and are subject to a five dollar (\$5.00) processing fee. A credit will be issued for refunds under fifteen dollars (\$15.00).

If a participant's withdrawal from a course is received less than four (4) business days prior to the course start date, the registration fee will be forfeited and no refund or credit will be issued.

The City, not the Contract Instructor/assistant instructor/subcontractor, is responsible for credits and refunds.

L. CONTRACT INSTRUCTOR PAYMENT

The City of Dublin provides payment after receipt of services. No advance payments will be made. The P&CSD Staff liaison will process the paperwork for payment of your course after the course has ended. Please expect to receive your course payment 10 to 15 business days after the course has ended and payment has been processed. Contract Instructor payments shall be based on the number of students enrolled at the end of the course.

M. DISCRIMINATION & HARRASSMENT

The City of Dublin has an Anti-Harassment Policy and Complaint Procedure. A copy is available from the P&CSD Staff or City Human Resources in the City Manager's Office. It is the City's policy to provide a workplace free of unlawful and improper harassment. Harassment of anyone on any basis including, but not limited to, harassment on the basis of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex or age will not be tolerated. Harassment includes, but is not limited to verbal harassment, physical harassment, visual forms of harassments, and sexual conduct.

The City of Dublin also does not tolerate sexual harassment. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile, and intimidating working environment and prevents an individual from being effective performing their duties. A Contract Instructor who believes he or she has been harassed may make a complaint orally or in writing with the P&CSD or with City Human Resources. Any retaliation against a person filing a harassment charge or making a harassment complaint is prohibited.

N. EQUIPMENT/MATERIALS

Contract Instructors may not store any materials or equipment at City facilities.

O. INCLUSION ACCOMMODATION PLAN

The Dublin P&CSD welcomes and encourages the participation of children and adults with disabilities in all of our courses, programs and services. To facilitate opportunities for participants with and without disabilities to engage in recreational pursuits together, the P&CSD provides inclusion services.

What is Inclusion?

"Inclusion" has become the word which is most commonly associated with the concept of integrating persons with disabilities into general services i.e. schools and recreation.

P. INCLUSION PROCEDURE

The Dublin P&CSD will make reasonable accommodations to facilitate the participation of any individual with a disability in any course. P&CSD follows a procedure for providing these accommodations. Participants who need accommodations can fill out the Participant Accommodation Information Sheet (Appendix XIV) to provide Staff with an understanding of the accommodations needed as well as disability awareness information for facilitating an individual's participation. The Plan also provides information regarding the accommodation to the individual with a disability.

Q. PERSONAL BUSINESS

Contract Instructors are not allowed to solicit for personal services or sell items to participants, guests or City Staff with the exception of supply/materials as outlined in Section V below. The Contract Instructor may not receive or make personal phone calls while performing services.

R. RELEASING OF MINORS

At the end of the course, the Contract Instructor/assistant instructor/subcontractor shall not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. Never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Contract Instructor must stay until all participants have left the facility.

The Contract Instructor should contact the parent or guardian if a child is not picked up. If you cannot reach a parent or guardian and more than 15 minutes go by, the Contract Instructor should contact the P&CSD Administration Office at (925) 833-6645 during business hours and the Dublin Police Department at (925) 833-6670 after business hours. Contract Instructors should stay with the child until a P&CSD Staff, police officer or the parent/guardian arrives.

S. REPRESENTING THE CITY THROUGH PROFESSIONAL CONDUCT

It is imperative that Contract Instructors be helpful and courteous at all times. The City of Dublin does not condone inappropriate or offensive behavior by or towards Contract Instructors, participants, and City Staff. If a Contract Instructor, participant, or guest engages in an inappropriate or unsafe manner, he or she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in a City course is strictly prohibited and may result in termination of the contract.

T. SAFETY OF PARTICIPANTS

The Contract Instructor's primary responsibility is to ensure the safety of participants involved with the course. If any aspect of the area appears unsafe, it is your responsibility to notify P&CSD Staff (925) 833-6645 and to take actions that will ensure participant safety.

U. SUBSTITUTES

If a Contract Instructor has made arrangements for a substitute, the P&CSD shall be notified two days prior to the course, and the substitute must be on the approved instructor database maintained by the P&CSD. Your P&CSD Staff liaison must approve all substitutes.

V. SUPPLY/MATERIALS FEE

The Contract Instructor determines any required student materials and must provide a list of the items and their estimated cost to their P&CSD Staff liaison as outlined in the Proposal Form. Contract Instructors may opt to: 1) supply the materials in class at the Instructor's expense; 2) supply the materials in class and adjust course fee to include cost of materials; 3) supply the materials in class and collect a material fee on the first day of the course; or 4) direct participants to an appropriate source to purchase for themselves. If the Contract Instructor selects option 3, the City of Dublin is not a party to the terms of such transactions.

W. WAITLIST

Participants that are on the waitlist may be added to the course if space is available, and before the first scheduled course. P&CSD Staff will contact waitlist participants in order, to confirm if they would like to be added to the course.

XI. PROMOTING YOUR COURSE

Your course will be listed in the City of Dublin's Activity Guide which is mailed to all Dublin households, but it's important that Contract Instructors conduct some additional outreach to ensure the success of their course (i.e. flyers, ads, etc.). All marketing materials to promote your course shall include the City of Dublin logo and must be approved by the P&CSD Staff liaison prior to publication.

XII. ACKNOWLEDGMENT

I acknowledge that I have received a copy of the City of Dublin's Contract Instructor Manual, and I do commit to read and follow the procedures and policies contained herein.

I am aware if at any time I have questions regarding the City of Dublin's procedures and policies, I should direct them to my Parks and Community Services Department Staff liaison.

I know the procedures and policies and other related documents in this manual do not constitute a contract or offer of employment and are not a guarantee by the City of Dublin of the conditions that are described herein.

Nevertheless, the provisions of the Contract Instructor Manual are incorporated into this Acknowledgment, and I agree that I shall abide by its provisions. I understand that my failure to do so may result in disciplinary action including termination of my Agreement for Contract Instructor Services.

I am also aware that the City of Dublin may, at any time, on reasonable notice, change, add to, or delete from the provisions of the manual.

Contract Instructor's Signature

Date

Printed Name

Proposed Course Name

City of Dublin Representative

Date

Printed Name

Version: April 2016





CITY OF DUBLIN

CONTRACT INSTRUCTOR COURSE PROPOSAL FORM – NEW INSTRUCTORS

Instructors:

1. Read Contract Instructor Handbook for requirements and additional information.
2. Fully complete proposal and sign last page. Submit proposal (2 pages) and item #3 below.
3. Submit a materials/equipment/uniform supply and price list (if applicable).

SECTION 1. – CONTRACT INSTRUCTOR INFORMATION

Contract Instructor Name: _____

Business Name, if applicable: _____

Address: _____

Phone: _____ Cell Phone: _____

Email: _____

Website: _____

Dublin Resident: Yes No Do You Have a Dublin Business License?: Yes No

Make checks payable to: Contract Instructor Business

Proposed Course/Program Title:

Detailed Course/Program Description (for additional space, please continue on a separate page):

Activity Guide Description (100-word benefit-oriented description; the City reserves the right to edit):

Recent Contract Instructor Experience:

Dates	Contact Person	Phone Number	Agency	Reason for Leaving

SECTION 2. – COURSE/PROGRAM INFORMATION

Onsite (60%* / 40% split) Offsite (70%* / 30% split) How much do you want to receive per participant? \$ _____
*Contract Instructors receive 60% of the course/program revenue collected based on the resident fees collected for classes held onsite at a City or school facility, or 70% for courses/programs held offsite within the City of Dublin city limits and owned by the Contract Instructor or rented by the Contract Instructor.

Day(s): Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

Session Dates: ____/____/____ to ____/____/____ Time(s): _____ AM/ PM to _____ AM / PM

Alternate Dates: ____/____/____ to ____/____/____ Time(s): _____ AM/ PM to _____ AM / PM

Course/Program will be for: Fall/Winter Winter/Spring Summer Camps/Aquatics Summer

Additional Materials/Equipment/Uniforms Fee you will collect (if applicable): \$ _____**

**If you are selling items, please attach a list of each item and respective price on a separate sheet.

Total # of Courses: _____ Projected # of Participants: _____ Contract Instructor / Participant Ratio: _____

Course Minimum: _____ Course Maximum: _____ Participant Ages: _____

Special Classroom Set-up Requirements (the City does not provide equipment or course materials): _____

Facility Requirements (please be specific): _____

Submittal Deadline:

Fall/Winter Session: May 15
Winter/Spring: September 15
Summer Camps/Aquatics: November 15
Summer: January 15

If your proposal is approved, you will be required to submit the below items. **Please initial beside each item acknowledging that you understand.**

- ____ Complete Fingerprint Check & TB Test
(required for teaching participants under age 18)
- ____ Provide Insurance
- ____ Workers' Compensation (if applicable)
- ____ Form W-9
- ____ City of Dublin Business License
- ____ Mandated Reporter Acknowledgement Form

INSTRUCTOR ACKNOWLEDGEMENT

I acknowledge that I have read, accept and understand the information and conditions that involve me or my company contracting as an Independent Contractor with the City of Dublin.

Submitting a proposal does not guarantee that the course, program or activity will automatically be added to the City of Dublin's public recreation offering. Additionally, once added, no guarantees are made that the City of Dublin will automatically continue offering the activity or program.

Contract Instructor's Signature

Date

Printed Name



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CONTRACT INSTRUCTOR COURSE PROPOSAL FORM – CONTINUING INSTRUCTORS

Instructors:

1. Fully complete proposal and sign.
2. Submit form to staff before deadline, and a materials/equipment/uniform supply and price list (if applicable).

SECTION 1. – CONTRACT INSTRUCTOR INFORMATION

Course/Program Title: _____

Special Classroom Set-up Requirements (the City does not provide equipment or course materials): _____

Activity Guide Description- Optional (100-word benefit-oriented description; the City reserves the right to edit):

SECTION 2. – COURSE/PROGRAM INFORMATION

Day(s): Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

Session Dates: ____/____/____ to ____/____/____ Time(s): _____ AM/ PM to _____ AM / PM

Additional Session Dates: ____/____/____ to ____/____/____ Time(s): _____ AM/ PM to _____ AM / PM

Confirmation Notes: _____

Course/Program will be for: Fall/Winter Winter/Spring Summer Camps/Aquatics Summer

Additional Materials/Equipment/Uniforms Fee you will collect (if applicable): \$ _____ *

**If you are selling items, please attach a list of each item and respective price on a separate sheet.*

Total # of Courses: _____ Projected # of Participants: _____ Contract Instructor/Participant Ratio: _____

Course Minimum: _____ Course Maximum: _____ Participant Ages: _____

INSTRUCTOR ACKNOWLEDGEMENT

I acknowledge that I have read, accept and understand the information and conditions that involve me or my company contracting as an Independent Contractor with the City of Dublin.

Submitting a proposal does not guarantee that the course, program or activity will automatically be added to the City of Dublin's public recreation offering. Additionally, once added, no guarantees are made that the City of Dublin will automatically continue offering the activity or program.

Contract Instructor's Signature

Date

Printed Name

STAFF USE ONLY:
Date Received: _____
Course Continued: Yes: ____ No: ____ *
<i>*If no please indicate why:</i>

Date Entered into CLASS: _____

AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES

Name of Instructor and/or Name of Business

This Agreement for Contract Instructor Services ("Agreement") is made and entered into as of the [REDACTED] day of [REDACTED], 20[REDACTED], by and between the City of Dublin, a municipal corporation of the State of California ("City") and [REDACTED], ("Instructor"), together (the "Parties") in Dublin, California. In consideration of their mutual covenants, the Parties hereto agree as follows:

1. **Scope of Work.** Subject to the terms and conditions of this Agreement, Instructor shall provide [REDACTED].

2. **Location of Work.** Subject to the terms and conditions of this Agreement, Instructor will provide services and/or class instruction (check one box):

Offsite: At his/her/their own facility, located off-premises from any City-owned facility located at [REDACTED].
(Street, City, Zip Code)

Onsite: At a City-owned facility.

3. **Independent Contractor.** At all times during the term of this Agreement, Instructor, and any of its employees, subcontractors, volunteers, and agents shall be independent contractors and not employees or agents of the City. Instructor and any of its employees, subcontractors, volunteers, and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Instructor and any of its employees, subcontractors, volunteers, and agents providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (CalPERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for CalPERS benefits.

4. **Term of Performance.** Unless earlier terminated, this Agreement will be effective from the date first above written through [REDACTED], 20[REDACTED]. This Agreement does not guarantee that any course, program or activity will be added to the City's public recreation offerings during the Term of Performance.

5. **Standard of Performance.** Instructor will perform all services required pursuant to this Agreement.

6. **Permission.** Instructor grants full permission to the City of Dublin for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to Instructor.

7. **Payment Terms.** For the services described in Section 1 above, the City agrees to pay Instructor [REDACTED]% of the resident rate for each participant, which amount shall include all expenses. Except as specifically authorized by City, Instructor shall not bill City for duplicate services performed by more than one person (reasonable quality control and assurance work as generally recognized as an acceptable practice in this field is expected). Instructor understands that any time a participant requests a refund or credit, that amount will be reduced from the gross revenue on which Instructor's payment is calculated.

Instructor understands and agrees that Instructor will complete and submit a Contract Instructor Course Proposal Form for each session that courses will be offered. Submitting a proposal does not guarantee that the course, program or activity will be added to the City's public recreation offerings. Session dates may be altered from time to time at the City's discretion. City, at its sole discretion, will accept or reject Instructor's proposal and collaborate with Instructor in finalizing a session schedule. When each session schedule is finalized, the City will produce a Schedule Summary. Final Schedule Summaries will be incorporated herein by this reference as if set forth in full.



At the end of each session, the City shall pay Instructor for services rendered. City will issue payment to Instructor within 30 business days after services are complete. Prior to City processing payment, Instructor shall submit course attendance sheets, and completed evaluation forms, if applicable, to the Parks and Community Services Department within five working days upon completion of service.

8. **Assignment and Subcontracting.** Instructor shall not subcontract, assign or transfer any portion of the performance contemplated and provided for in this Agreement without the prior written consent of the City.

9. **Indemnification.** Instructor will defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Instructor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties.

10. **Insurance.** Instructor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, any of its employees, subcontractors, volunteers, and agents. Instructor will obtain and maintain policies of commercial general liability insurance, automobile liability insurance and workers' compensation insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A:VII. The insurance requirements required for instructors is as follows:

1. **Commercial General Liability:** Insurance plan with an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation with limits no less than \$1,000,000 per occurrence.
2. **Automobile Liability:** Instructor shall maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to transport Instructor or supplies to or from the City of Dublin and its facilities.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Proof of workers' compensation insurance is applicable if Instructor has employees other than self. If Instructor does not have employees other than self, Instructor shall submit a completed "No Employees Declaration Form" provided by the City.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance. Instructor's insurance coverage will be primary insurance with respect to City and its elected officials, officers, employees, agents, and volunteers. The insurance policy must include a waiver of all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the City (including workers' compensation insurance, if applicable). Any insurance or self-insurance maintained by the City will be in excess of Instructor's insurance and not contributory with it. Instructor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement. This Agreement is expressly contingent upon the insurance requirements being met, and this Agreement shall not be complete and no work may commence until Instructor has provided adequate proof of insurance.

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. **Special Risks or Circumstances.** City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. **Nondiscrimination and Equal Opportunity.** Instructor will comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement.

13. **Mandated Reporting.** Instructor recognizes and acknowledges that persons under the age of 18 may participate in classes/activities to be conducted by Instructor pursuant to this Agreement. Instructor further recognizes and acknowledges that if any person under the age of 18 does, in fact, participate in said classes/activities, then Instructor is deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA"). Concurrently with the execution of this Agreement and pursuant to Penal Code section 11166.5, Instructor has been provided with, and has executed, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes, which acknowledgement shall be maintained by the City during the term of this Agreement.

If the Instructor has employees, subcontractors, volunteers, and agents, and those employees, subcontractors, volunteers, and agents will come into contact with minors on a regular basis, those employees must also follow the Mandated Reporter requirements. Instructors who have employees will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

14. **TB Test Requirements.** If the Services include contact with minors, Instructor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Instructor has been examined and has been found to be free of communicable tuberculosis (TB). If the Instructor has employees, those employees must also follow the TB requirements set forth in this Agreement. Instructors who have employees, subcontractors, volunteers, and agents will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

15. **Fingerprint Requirements.** If class/program is open to youth under the age of 18 years, Instructor and any of its employees, subcontractors, volunteers, and agents of the Instructor agrees to fulfill all fingerprint/background checks prior to the first class. Instructor and the Instructor's employees, subcontractors, volunteers, and agents, if any, are not eligible to work until the clearance is received from the Department of Justice and Instructor has been notified by a Parks & Community Services Department representative.

16. **Transporting Participants.** Instructor or any of its employees, subcontractors, volunteers, and agents shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

17. **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Instructor. Instructor may cancel this Agreement upon thirty (30) days' written notice to the other Parties and shall include in such notice the reasons for cancellation. City will pay Instructor for services completed per the Agreement up to the time of termination, if the Services have been completed in accordance with the Agreement.

In addition, if the Instructor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Instructor immediately and without written notice to the Instructor.

By signing this Agreement, Instructor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, et seq.

18. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19. **Governing Law.** The laws of the State of California will govern this Agreement.

20. **Compliance with Applicable Laws.** Instructor will comply with all applicable local, state and federal laws and regulations, including but not limited to, those prohibiting discrimination and harassment and will obtain and maintain a City of Dublin Business License for the term of this Agreement.

21. **Licenses.** If a license (e.g. franchise names or trademarks) of any kind, which term is intended to include evidence of registration, is required of Instructor or any of its employees, subcontractors, volunteers, or agents by federal or state law, Instructor warrants that such license has been obtained, is valid and in good standing, and Instructor shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

22. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

23. **Agreement Administration and Notice.** This Agreement shall be administered on behalf of the City by the City Manager or designee. Any written notice between the Parties shall be sent to:

Mailing Address:
City of Dublin
Attn: Parks and Community Services Director
100 Civic Plaza
Dublin, CA 94568
Phone: (925) 833-6645

Mailing Address:
[REDACTED]
Attn: [REDACTED]
[REDACTED]
Phone: [REDACTED]

24. **Integration.** This Agreement, together with Schedule Summaries as described in Section 7 represents the entire and integrated agreement between City and the Instructor and supersedes all prior negotiations, representations or agreements, either written or oral.

25. **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

26. **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

27. **Survival.** All obligations arising prior to the termination of this Agreement and all the provisions of this Agreement allocating liability between City and Instructor will survive the termination of this agreement.

CITY:

INSTRUCTOR/BUSINESS:

By: _____
James M. Rodems,
Parks and Community Services Director

By: _____

Printed Name: _____

Title: _____



CONTRACT INSTRUCTOR CHECKLIST

Contract Instructor Name: _____ Date: _____

Session: Winter/Spring Summer Camps/Aquatics Summer Fall/Winter

Please make sure the following items are submitted with each "Agreement for Contract Instructor Services."

- Agreement:** Executed Agreement for Contract Instructor Services. Please sign in **blue** ink.
- Business License:** All Contract Instructors must obtain and maintain a City of Dublin Business License. Please submit a copy of your receipt **or** a copy of the actual license.
- Form W-9:** Contract Instructor shall submit a Form W-9 – Request for Taxpayer Identification Number and Certification once per year.
- Contract Instructor Manual:** Signed Acknowledgment Form.

Insurance Requirements:

*Commercial General Liability **and** Additional Insured Endorsement Certificate:*

- Commercial General Liability Insurance Certificate **and** Additional Insured endorsement which should include the following language: *City of Dublin and its elected officials, officers, employees, agents, and volunteers.*

If the course will be held on a school facility, the Dublin Unified School District will also need to be named as an Additional Insured.

*Commercial Automobile Liability Insurance **or** Personal Automobile Insurance:*

- Business:** Commercial Automobile Liability Insurance Certificate; **or**
- Individual:** A copy of their personal Automobile Insurance declarations page.

*Workers' Compensation **or** No Employees Declaration Form*

- Business with Employees:** Workers' Compensation Certificate; **or**
- Individual:** If Contract Instructor **does not** have employees other than self, Contract Instructor shall submit a "No Employees Declaration Form." (Appendix VIII)

ADDITIONAL ITEMS NEEDED FOR CONTRACT INSTRUCTORS WORKING WITH MINORS

Mandated Reporter

- Individual:** Contract Instructor shall submit the "Acknowledgment of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statues." (Appendix IX)
- Business with Employees:** If Contract Instructor has employees/independent contractors and the Contract Instructor will not be teaching the course, the Contract Instructor shall submit Mandated Reporter Acknowledgment & Release of Information." (Appendix X)
- Individual and Business with Employees:** If Contract Instructor is the owner of the business and will be teaching the course as well as their employees or independent contractors, they will need to submit both. (Appendix IX & X).

Tuberculosis (TB) Test

- Individual:** TB certificate issued by a licensed physician, showing that within the last three years the Contract Instructor has been examined and has been found to be free of communicable TB.
- Business with Employees:** If Contract Instructor has employees/independent contractors and the Contract Instructor will not be teaching the course, the Contract Instructor shall submit the "Tuberculosis (TB) Test Acknowledgment & Release of Information." (Appendix XI)
- Individual and Business with Employees:** If Contract Instructor is the owner of the business and will be teaching the course as well as their employees/independent contractors, they will need to submit both. (Personal certificate and Appendix XI)

Live Scan

Contract Instructor and any assistant instructors/subcontractors/volunteers (over the age 18) must be Live Scanned through the City of Dublin and pass the background before they can teach a course.

If you have a question, please contact the City of Dublin Parks and Community Services Department – Business Services Division at (925) 833-6645.



Business License FAQ's

All entities and persons doing business in the incorporated area of the City of Dublin are required to have a current business license. Most businesses (the primary exception being for nonprofit organizations) pay a \$50 registration fee each year for their business license in Dublin, which is prorated on a monthly basis for the first year the business began operation in Dublin. For business license purposes, the year begins October 1 and ends September 30.

How much is a Business License?

The fee for a Business License is a flat fee of \$50 plus a \$1 fee for CASP, so the total cost is \$51 annually, with the exception of nonprofit organizations, which only pay a \$1 fee.

Does a Business License run on a calendar year?

No, a Business License runs on its own cycle, which is 10/1 through 9/30.

Can a Business License be Prorated?

Yes, for new businesses starting after October 31st of any year, the following prorated fees are used for the remaining portion of the Business License Year.

Month Applying for a Business License	Prorated Fee Due 1 st Year
October	\$50.00
November	\$45.83
December	\$41.67
January	\$37.50
February	\$33.33
March	\$29.17
April	\$25.00
May	\$20.83
June	\$16.67
July	\$12.50
August	\$8.33
September	\$4.17

How can someone apply for a Business License?

Business License applications can be found on the City's website at www.dublin.ca.gov.

Are there different applications for someone working out of their home and someone who has a Commercial location?

Yes, there are three different applications, see below.

1. Business License Form / Home Occupation
A person working out of their home who teaches cooking classes as a course for the City.
2. Business License Form Inside City / Commercial
A person or a business who has a commercial location within the City of Dublin, such as Fit Potato or Rock 'N Jump.
3. Business License Form Outside City
A person or a business doing business in Dublin, but their office is not located within the City of Dublin.

How long does it take to get a Business License?

Once the application and fee have been submitted, it takes approximately eight weeks to receive approval and mail out the Business License Certificate.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										

or

Employer identification number										

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



GARYD-1

OP ID: AN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cummins Insurance Agency, Inc.	
	PHONE (A/C, No. Exh):	FAX (A/C, No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A : Sentinel Insurance Company Ltd	11000
	INSURER B : Allied Property & Casualty	42579
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		57SBMBF0383	05/20/2015	05/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - PCLICY LIMIT \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITYD-3

City of Dublin
100 Civic Plaza
Dublin, CA 94568

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alex Cummins

Policy No:
57SBMBF0383

CA 20 48 (02-99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

CITY OF DUBLIN ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEER

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright Insurance Services Office, Inc., 1998



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.
- Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.
- Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

EXAMINABLE



NO EMPLOYEES DECLARATION FORM

Contract Instructor Name: _____

Business Name (if applicable): _____

Phone: _____

Email: _____

I declare that I do not employ any persons in connection with my Agreement for Contract Instructor Services with the City of Dublin. I also understand that if I do employ such persons, I must first obtain workers' compensation as required by the State of California with the limits outlined in the "Agreement For Contract Instructor Services", and provide to the City of Dublin evidence of workers' compensation insurance coverage, including a waiver of subrogation provision.

Contract Instructor Signature

Date



**MANDATED REPORTER
ACKNOWLEDGMENT & RELEASE OF INFORMATION**

I, _____, understand and acknowledge it is my responsibility to ensure Mandated Reporting training has been completed by all of my employees/contractors in order to have them work for me at the City of Dublin, and I verify that each employee/contractor who works with minors have been trained on how to be a mandated reporter. I understand that I will retain certificates of mandated reporter training for my employees/contractors and may need to provide them to the City of Dublin upon request.

Participant Signature: _____

Participant Printed Name: _____

Business Name: _____

Phone Number: () _____ Address: _____

Email: _____

ACKNOWLEDGMENT OF MANDATED REQUIREMENTS, RECEIPT OF TRAINING, AND RECEIPT OF PENAL CODE STATUTES

A mandated reporter is an individual who is obligated by law to report suspected cases of child abuse and neglect. In general, any individual who, in the ordinary course of their employment, has contact with children is a mandated reporter. Mandated reporters include child care workers, teachers and coaches. (California Penal Code § 11165.7.)

If your job duties as an employee or an independent contractor of the City of Dublin include contact with children, you are a Mandated Reporter. Prior to commencing employment and as a prerequisite of that employment, California law requires that you sign a statement to the effect that you have knowledge of the provisions of the Mandated Reporter Law, and will comply with those provisions. (California Penal Code § 11166.5.)

The following are your Mandated Reporter responsibilities under California law. You are also being provided with a separate informational document which includes the text of the California Mandated Reporter Law. Please review this information carefully and acknowledge your receipt and understanding where indicated.

If you have questions or concerns about this form or your Mandated Reporter responsibilities, please contact Human Resources [HR] at (925) 833-6650.

I understand that:

- By virtue of my employment or independent contractor status with the City of Dublin, and because my employment requires me to have contact with children, I am a Mandated Reporter as defined by California Penal Code § 11165.7.
- The following situations trigger mandatory reports: a) Physical Abuse (willful harming of a child); b) Sexual Abuse including sexual assault, child exploitation, pornography, and trafficking; c) Severe or General Neglect; and d) Extreme Corporal Punishment (resulting in injury). (Cal. Pen. Code § 11165 et seq.) I further understand that I may, but am not required to, report suspected Emotional Abuse. (Cal. Pen. Code § 11165.05.)
- If I reasonably suspect that a child is being abused, I must immediately make a telephone report. I must follow up with a written report within 36 hours. This report may be made to local law enforcement, or County Sheriff's Department, Probation Department or Child Welfare Agency. (Cal. Pen. Code § 11166(a).)
- If I reasonably suspect that a child is being abused, I may consult with my supervisor or management. My supervisor and I may agree to file a joint report, but I understand that even if my supervisor disagrees with me, if I reasonably suspect that a child is being abused, I must make a report. (Cal. Pen. Code § 11166(h).)
- I am not required to, but I may, share information about suspected abuse with my supervisor or management or the parents of the alleged victim.

- When I make a mandated report, I will be required to give my name. However, my identity will be kept confidential unless I either consent to disclosure or if disclosure is made pursuant to a court order. Further, agencies investigating the mandated report may disclose my identity to one another. (Cal. Pen. Code § 11167(d).)
- The following agencies and individuals receiving or investigating mandated reports may disclose my identity to one another:
 - Prosecutors in a criminal prosecution or in an action initiated under section 602 of the Welfare and Institutions Code arising from alleged child abuse;
 - Counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code;
 - The county counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code;
 - A licensing agency when abuse or neglect in out-of-home care is reasonably suspected.(Cal. Pen. Code § 11167.5.)
 - I may not be disciplined, dismissed, retaliated against, discriminated against or harassed for making a mandated report of reasonably suspected child abuse.
 - As a Mandated Reporter, I have civil and criminal immunity when making a report. (Cal. Pen. Code § 11172.)
- As a Mandated Reporter, it is a misdemeanor to fail to comply with Mandated Reporting laws and I can be held criminally liable for failing to report suspected abuse. The penalty for this is up to six months in County jail, a fine of not more than \$1000, or both. I further understand I could be civilly liable for failure to report. (Cal. Pen. Code § 11166(c).)

I have been provided with a copy of California Penal Code sections 11164-11174.3 (Mandated Reporter Law).

I understand that I am a legally Mandated Reporter. I am aware of and understand my responsibilities under the Mandated Reporter laws of this state and am willing and able to comply. I understand that a copy of this Acknowledgement will be kept in my file.

By signing below, I certify that I have completed the requisite training on the California Child Abuse and Neglect Reporting Act and my obligations to report suspected child abuse or neglect.

Printed Name: _____

Signature: _____

Date: _____

11164. (a) This article shall be known and may be cited as the Child Abuse and Neglect Reporting Act.

(b) The intent and purpose of this article is to protect children from abuse and neglect. In any investigation of suspected child abuse or neglect, all persons participating in the investigation of the case shall consider the needs of the child victim and shall do whatever is necessary to prevent psychological harm to the child victim.

11165. As used in this article "child" means a person under the age of 18 years.

11165.1. As used in this article, "sexual abuse" means sexual assault or sexual exploitation as defined by the following:

(a) "Sexual assault" means conduct in violation of one or more of the following sections: Section 261 (rape), subdivision (d) of Section 261.5 (statutory rape), 264.1 (rape in concert), 285 (incest), 286 (sodomy), subdivision (a) or (b), or paragraph (1) of subdivision (c) of Section 288 (lewd or lascivious acts upon a child), 288a (oral copulation), 289 (sexual penetration), or 647.6 (child molestation). (b) Conduct described as "sexual assault" includes, but is not limited to, all of the following:

(1) Penetration, however slight, of the vagina or anal opening of one person by the penis of another person, whether or not there is the emission of semen.

(2) Sexual contact between the genitals or anal opening of one person and the mouth or tongue of another person.

(3) Intrusion by one person into the genitals or anal opening of another person, including the use of an object for this purpose, except that, it does not include acts performed for a valid medical purpose.

(4) The intentional touching of the genitals or intimate parts, including the breasts, genital area, groin, inner thighs, and buttocks, or the clothing covering them, of a child, or of the perpetrator by a child, for purposes of sexual arousal or gratification, except that it does not include acts which may reasonably be construed to be normal caretaker responsibilities; interactions with, or demonstrations of affection for, the child; or acts performed for a valid medical purpose.

(5) The intentional masturbation of the perpetrator's genitals in the presence of a child. (c) "Sexual exploitation" refers to any of the following:

(1) Conduct involving matter depicting a minor engaged in obscene acts in violation of Section 311.2 (preparing, selling, or distributing obscene matter) or subdivision (a) of Section 311.4 (employment of minor to perform obscene acts).

(2) A person who knowingly promotes, aids, or assists, employs, uses, persuades, induces, or coerces a child, or a person responsible for a child's welfare, who knowingly permits or encourages a child to engage in, or assist others to engage in, prostitution or a live performance involving obscene sexual conduct, or to either pose or model alone or with others for purposes of preparing a film, photograph, negative, slide, drawing, painting, or other pictorial depiction, involving obscene sexual conduct. For the purpose of this section, "person responsible for a child's welfare" means a parent, guardian, foster parent, or a licensed administrator or employee of a public or private residential home, residential school, or other residential institution.

(3) A person who depicts a child in, or who knowingly develops, duplicates, prints, downloads, streams, accesses through any electronic or digital media, or exchanges, a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct, except for those activities by law enforcement and prosecution agencies and other persons described in subdivisions (c) and (e) of Section 311.3.

11165.2. As used in this article, "neglect" means the negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person.

(a) "Severe neglect" means the negligent failure of a person having the care or custody of a child to protect the child from severe malnutrition or medically diagnosed nonorganic failure to thrive. "Severe neglect" also means those situations of neglect where any person having the care or custody of a child willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered, as proscribed by Section 11165.3, including the intentional failure to provide adequate food, clothing, shelter, or medical care.

(b) "General neglect" means the negligent failure of a person having the care or custody of a child to provide adequate food, clothing, shelter, medical care, or supervision where no physical injury to the child has occurred. For the purposes of this chapter, a child receiving treatment by spiritual means as provided in Section 16509.1 of the Welfare and Institutions Code or not receiving specified medical treatment for religious reasons, shall not for that reason alone be considered a neglected child. An informed and appropriate medical decision made by parent or guardian after consultation with a physician or physicians who have examined the minor does not constitute neglect.

11165.3. As used in this article, "the willful harming or injuring of a child or the endangering of the person or health of a child," means a situation in which any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation in which his or her person or health is endangered.

11165.4. As used in this article, "unlawful corporal punishment or injury" means a situation where any person willfully inflicts upon any child any cruel or inhuman corporal punishment or injury resulting in a traumatic condition. It does not include an amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to person or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, as authorized by Section 49001 of the Education Code. It also does not include the exercise of the degree of physical control authorized by Section 44807 of the Education Code. It also does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

11165.5. As used in this article, the term "abuse or neglect in out-of-home care" includes physical injury or death inflicted upon a child by another person by other than accidental means, sexual abuse as defined in Section 11165.1, neglect as defined in Section 11165.2, unlawful corporal punishment or injury as defined in Section 11165.4, or the willful harming or injuring of a child or the endangering of the person or health of a child, as defined in Section 11165.3, where the person responsible for the child's welfare is a licensee, administrator, or employee of any facility licensed to care for children, or an administrator or employee of a public or private school or other institution or agency. "Abuse or neglect in out-of-home care" does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

11165.6. As used in this article, the term "child abuse or neglect" includes physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse as defined in Section 11165.1, neglect as defined in Section 11165.2, the willful harming or injuring of a child or the endangering of the person or health of a child, as defined in Section 11165.3, and unlawful corporal punishment or injury as defined in Section 11165.4. "Child abuse or neglect" does not include a mutual affray between minors. "Child abuse or neglect" does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

11165.7. (a) As used in this article, "mandated reporter" is defined as any of the following:

- (1) A teacher.
- (2) An instructional aide.
- (3) A teacher's aide or teacher's assistant employed by a public or private school.
- (4) A classified employee of a public school.
- (5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of a public or private school.
- (6) An administrator of a public or private day camp.
- (7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.
- (8) An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
- (9) An employee of a county office of education or the State Department of Education whose duties bring the employee into contact with children on a regular basis.
- (10) A licensee, an administrator, or an employee of a licensed community care or child day care facility.
- (11) A Head Start program teacher.
- (12) A licensing worker or licensing evaluator employed by a licensing agency, as defined in Section 11165.11.
- (13) A public assistance worker.
- (14) An employee of a child care institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
- (15) A social worker, probation officer, or parole officer.
- (16) An employee of a school district police or security department.
- (17) A person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in a public or private school.
- (18) A district attorney investigator, inspector, or local child support agency caseworker, unless the investigator, inspector, or caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.
- (19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who is not otherwise described in this section.
- (20) A firefighter, except for volunteer firefighters.
- (21) A physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage and family therapist, clinical social worker, professional clinical counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
- (22) An emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- (23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
- (24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
- (25) An unlicensed marriage and family therapist intern registered under Section 4980.44 of the Business and Professions Code.
- (26) A state or county public health employee who treats a minor for venereal disease or any other condition.
- (27) A coroner.
- (28) A medical examiner or other person who performs autopsies.
- (29) A commercial film and photographic print or image processor as specified in subdivision (e) of Section 11166. As used in this article, "commercial film and photographic print or image processor" means a person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, or who prepares, publishes, produces, develops, duplicates, or prints any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image, for compensation. The term includes any employee of that person; it does not include a person who develops film or makes prints or images for a public agency.
- (30) A child visitation monitor. As used in this article, "child visitation monitor" means a person who, for financial compensation, acts as a monitor of a visit between a child and another person when the monitoring of that visit has been ordered by a court of law.
- (31) An animal control officer or humane society officer. For the purposes of this article, the following terms have the following meanings:
 - (A) "Animal control officer" means a person employed by a city, county, or city and county for the purpose of enforcing animal control laws or regulations.

(B) "Humane society officer" means a person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.

(32) A clergy member, as specified in subdivision (d) of Section 11166. As used in this article, "clergy member" means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.

(33) Any custodian of records of a clergy member, as specified in this section and subdivision (d) of Section 11166.

(34) An employee of any police department, county sheriff's department, county probation department, or county welfare department.

(35) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 5.655 of the California Rules of Court.

(36) A custodial officer, as defined in Section 831.5.

(37) A person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institutions Code.

(38) An alcohol and drug counselor. As used in this article, an "alcohol and drug counselor" is a person providing counseling, therapy, or other clinical services for a state licensed or certified drug, alcohol, or drug and alcohol treatment program. However, alcohol or drug abuse, or both alcohol and drug abuse, is not, in and of itself, a sufficient basis for reporting child abuse or neglect.

(39) A clinical counselor trainee, as defined in subdivision (g) of Section 4999.12 of the Business and Professions Code.

(40) A clinical counselor intern registered under Section 4999.42 of the Business and Professions Code.

(41) An employee or administrator of a public or private postsecondary educational institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution's premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.

(42) An athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten, or grades 1 to 12, inclusive.

(43) (A) A commercial computer technician as specified in subdivision (e) of Section 11166. As used in this article, "commercial computer technician" means a person who works for a company that is in the business of repairing, installing, or otherwise servicing a computer or computer component, including, but not limited to, a computer part, device, memory storage or recording mechanism, auxiliary storage recording or memory capacity, or any other material relating to the operation and maintenance of a computer or computer network system, for a fee. An employer who provides an electronic communications service or a remote computing service to the public shall be deemed to comply with this article if that employer complies with Section 2258A of Title 18 of the United States Code.

(B) An employer of a commercial computer technician may implement internal procedures for facilitating reporting consistent with this article. These procedures may direct employees who are mandated reporters under this paragraph to report materials described in subdivision (e) of Section 11166 to an employee who is designated by the employer to receive the reports. An employee who is designated to receive reports under this subparagraph shall be a commercial computer technician for purposes of this article. A commercial computer technician who makes a report to the designated employee pursuant to this subparagraph shall be deemed to have complied with the requirements of this article and shall be subject to the protections afforded to mandated reporters, including, but not limited to, those protections afforded by Section 11172.

(44) Any athletic coach, including, but not limited to, an assistant coach or a graduate assistant involved in coaching, at public or private postsecondary educational institutions.

(b) Except as provided in paragraph (35) of subdivision (a), volunteers of public or private organizations whose duties require direct contact with and supervision of children are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and neglect and are further encouraged to report known or suspected instances of child abuse or neglect to an agency specified in Section 11165.9.

(c) Except as provided in subdivision (d), employers are strongly encouraged to provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. Whether or not employers provide their employees with training in child abuse and neglect identification and reporting, the employers shall provide their employees who are mandated reporters with the statement required pursuant to subdivision (a) of Section 11166.5.

(d) Pursuant to Section 44691 of the Education Code, school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools shall annually train their employees and persons working on their behalf specified in subdivision (a) in the duties of mandated reporters under the child abuse reporting laws. The training shall include, but not necessarily be limited to, training in child abuse and neglect identification and child abuse and neglect reporting.

(e) Unless otherwise specifically provided, the absence of training shall not excuse a mandated reporter from the duties imposed by this article.

(f) Public and private organizations are encouraged to provide their volunteers whose duties require direct contact with and supervision of children with training in the identification and reporting of child abuse and neglect.

11165.9. Reports of suspected child abuse or neglect shall be made by mandated reporters, or in the case of reports pursuant to Section 11166.05, may be made, to any police department or sheriff's department, not including a school district police or security department, county probation department, if designated by the county to receive mandated reports, or the county welfare department. Any of those agencies shall accept a report of suspected child abuse or neglect whether offered by a mandated reporter or another person, or referred by another agency, even if the agency to whom the report is being made lacks subject matter or geographical jurisdiction to investigate the reported case, unless the agency can immediately electronically transfer the call to an agency with proper jurisdiction. When an agency takes a report about a case of suspected child abuse or neglect in which that agency lacks jurisdiction, the agency shall immediately refer the case by telephone, fax, or electronic transmission to an agency with proper jurisdiction. Agencies that are required to receive reports of suspected child abuse or neglect may not refuse to accept a report of suspected child abuse or neglect from a mandated reporter or another person unless otherwise authorized pursuant to this section, and shall maintain a record of all reports received.

11165.11. As used in this article, "licensing agency" means the State Department of Social Services office responsible for the licensing and enforcement of the California Community Care Facilities Act (Chapter 3 (commencing with Section 1500) of Division 2 of the Health and Safety Code), the California Child Day Care Act (Chapter 3.4 (commencing with Section 1596.70) of Division 2 of the Health and Safety Code), and Chapter 3.5 (commencing with Section 1596.90) of Division 2 of the Health and Safety Code), or the county licensing agency which has contracted with the state for performance of those duties.

11165.12. As used in this article, the following definitions shall control:

(a) "Unfounded report" means a report that is determined by the investigator who conducted the investigation to be false, to be inherently improbable, to involve an accidental injury, or not to constitute child abuse or neglect, as defined in Section 11165.6.

(b) "Substantiated report" means a report that is determined by the investigator who conducted the investigation to constitute child abuse or neglect, as defined in Section 11165.6, based upon evidence that makes it more likely than not that child abuse or neglect, as defined, occurred. A substantiated report shall not include a report where the investigator who conducted the investigation found the report to be false, inherently improbable, to involve an accidental injury, or to not constitute child abuse or neglect as defined in Section 11165.6.

(c) "Inconclusive report" means a report that is determined by the investigator who conducted the investigation not to be unfounded, but the findings are inconclusive and there is insufficient evidence to determine whether child abuse or neglect, as defined in Section 11165.6, has occurred.

11165.13. For purposes of this article, a positive toxicology screen at the time of the delivery of an infant is not in and of itself a sufficient basis for reporting child abuse or neglect. However, any indication of maternal substance abuse shall lead to an assessment of the needs of the mother and child pursuant to Section 123605 of the Health and Safety Code. If other factors are present that indicate risk to a child, then a report shall be made. However, a report based on risk to a child which relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse shall be made only to a county welfare or probation department, and not to a law enforcement agency.

11165.14. The appropriate local law enforcement agency shall investigate a child abuse complaint filed by a parent or guardian of a pupil with a school or an agency specified in Section 11165.9 against a school employee or other person that commits an act of child abuse, as defined in this article, against a pupil at a school site and shall transmit a substantiated report, as defined in Section 11165.12, of that investigation to the governing board of the appropriate school district or county office of education. A substantiated report received by a governing board of a school district or county office of education shall be subject to the provisions of Section 44031 of the Education Code.

11165.15. For the purposes of this article, the fact that a child is homeless or is classified as an unaccompanied youth, as defined in Section 11434a of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), is not, in and of itself, a sufficient basis for reporting child abuse or neglect. This section shall not limit a mandated reporter, as defined in Section 11165.7, from making a report pursuant to Section 11166 whenever the mandated reporter has knowledge of or observes an unaccompanied minor whom the mandated reporter knows or reasonably suspects to be the victim of abuse or neglect.

11166. (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written followup report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any nonprivileged documentary evidence the mandated reporter possesses relating to the incident.

(1) For purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. For purposes of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified and a report shall be prepared and sent, faxed, or electronically transmitted even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) A report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If, after reasonable efforts, a mandated reporter is unable to submit an initial report by telephone, he or she shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone followup call by the agency with which he or she filed the report. A mandated reporter who files a one-time automated written report because he or she was unable to submit an initial report by telephone is not required to submit a written followup report.

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written followup report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the Child Welfare Services/Case Management System (CWS/CMS). The department shall work with stakeholders to modify reporting forms and the CWS/CMS as is necessary to accommodate the changes enacted by these provisions.

(2) This subdivision shall not become operative until the CWS/CMS is updated to capture the information prescribed in this subdivision.

(3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.

(4) On the inoperative date of these provisions, a report shall be submitted to the counties and the Legislature by the State Department of Social Services that reflects the data collected from automated one-time reports indicating the reasons stated as to why the automated one-time report was filed in lieu of the initial telephone report.

(5) Nothing in this section shall supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.

(c) A mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals his or her failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified in Section 11165.9 discovers the offense.

(d) (1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret.

(2) Nothing in this subdivision shall be construed to modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(3) (A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in his or her professional capacity or within the scope of his or her employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse and that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

(B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.

(C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.

(e) (1) A commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of his or her professional capacity or employment, any film, photograph, videotape, negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall, immediately or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a copy of the image or material attached.

(2) A commercial computer technician who has knowledge of or observes, within the scope of his or her professional capacity or employment, any representation of information, data, or an image, including, but not limited to, any computer hardware, computer software, computer file, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image that is retrievable in perceivable form and that is intentionally saved, transmitted, or organized on an electronic medium, depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images or material are seen. As soon as practicably possible after receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a brief description of the images or materials.

(3) For purposes of this article, "commercial computer technician" includes an employee designated by an employer to receive reports pursuant to an established reporting process authorized by subparagraph (B) of paragraph (43) of subdivision (a) of Section 11165.7.

(4) As used in this subdivision, "electronic medium" includes, but is not limited to, a recording, CD-ROM, magnetic disk memory, magnetic tape memory, CD, DVD, thumbdrive, or any other computer hardware or media.

(5) As used in this subdivision, "sexual conduct" means any of the following:

(A) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(B) Penetration of the vagina or rectum by any object.

(C) Masturbation for the purpose of sexual stimulation of the viewer.

(D) Sadomasochistic abuse for the purpose of sexual stimulation of the viewer.

(E) Exhibition of the genitals, pubic, or rectal areas of a person for the purpose of sexual stimulation of the viewer.

(f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, he or she makes a report of the abuse or neglect pursuant to subdivision (a).

(g) Any other person who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, "any other person" includes a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment.

(h) When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(i) (1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose his or her identity to the employer.

(3) Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child which relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or suspected instance of child abuse or neglect reported to it which is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

11166.01. (a) Except as provided in subdivision (b), any supervisor or administrator who violates paragraph (1) of subdivision (i) of Section 11166 shall be punished by not more than six months in a county jail, by a fine of not more than one thousand dollars (\$1,000), or by both that fine and imprisonment.

(b) Notwithstanding Section 11162 or subdivision (c) of Section 11166, any mandated reporter who willfully fails to report abuse or neglect, or any person who impedes or inhibits a report of abuse or neglect, in violation of this article, where that abuse or neglect results in death or great bodily injury, shall be punished by not more than one year in a county jail, by a fine of not more than five thousand dollars (\$5,000), or by both that fine and imprisonment.

11166.05. Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, evidenced by states of being or behavior, including, but not limited to, severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to an agency specified in Section 11165.9.

11166.1. (a) When an agency receives a report pursuant to Section 11166 that contains either of the following, it shall, within 24 hours, notify the licensing office with jurisdiction over the facility:

(1) A report of abuse alleged to have occurred in facilities licensed to care for children by the State Department of Social Services.

(2) A report of the death of a child who was, at the time of death, living at, enrolled in, or regularly attending a facility licensed to care for children by the State Department of Social Services, unless the circumstances of the child's death are clearly unrelated to the child's care at the facility. The agency shall send the licensing agency a copy of its investigation and any other pertinent materials.

(b) Any employee of an agency specified in Section 11165.9 who has knowledge of, or observes in his or her professional capacity or within the scope of his or her employment, a child in protective custody whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall, within 36 hours, send or have sent to the attorney who represents the child in dependency court, a copy of the report prepared in accordance with Section 11166. The agency shall maintain a copy of the written report. All information requested by the attorney for the child or the child's guardian ad litem shall be provided by the agency within 30 days of the request.

11166.2. In addition to the reports required under Section 11166, any agency specified in Section 11165.9 shall immediately or as soon as practicably possible report by telephone, fax, or electronic transmission to the appropriate licensing agency every known or suspected instance of child abuse or neglect when the instance of abuse or neglect occurs while the child is being cared for in a child day care facility, involves a child day care licensed staff person, or occurs while the child is under the supervision of a community care facility or involves a community care facility licensee or staff person. The agency shall also send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision. The agency shall send the licensing agency a copy of its investigation report and any other pertinent materials.

11166.3. (a) The Legislature intends that in each county the law enforcement agencies and the county welfare or probation department shall develop and implement cooperative arrangements in order to coordinate existing duties in connection with the investigation of suspected child abuse or neglect cases. The local law enforcement agency having jurisdiction over a case reported under Section 11166 shall report to the county welfare or probation department that it is investigating the case within 36 hours after starting its investigation. The county welfare department or probation department shall, in cases where a minor is a victim of actions specified in Section 288 of this code and a petition has been filed pursuant to Section 300 of the Welfare and Institutions Code with regard to the minor, evaluate what action or actions would be in the best interest of the child victim. Notwithstanding any other provision of law, the county welfare department or probation department shall submit in writing its findings and the reasons therefor to the district attorney on or before the completion of the investigation. The written findings and the reasons therefor shall be delivered or made accessible to the defendant or his or her counsel in the manner specified in Section 859.

(b) The local law enforcement agency having jurisdiction over a case reported under Section 11166 shall report to the district office of the State Department of Social Services any case reported under this section if the case involves a facility specified in paragraph (5) or (6) of subdivision (a) of Section 1502, Section 1596.750 or 1596.76 of the Health and Safety Code, and the licensing of the facility has not been delegated to a county agency. The law enforcement agency shall send a copy of its investigation report and any other pertinent materials to the licensing agency upon the request of the licensing agency.

11166.5. (a) (1) On and after January 1, 1985, any mandated reporter as specified in Section 11165.7, with the exception of child visitation monitors, prior to commencing his or her employment, and as a prerequisite to that employment, shall sign a statement on a form provided to him or her by his or her employer to the effect that he or she has knowledge of the provisions of Section 11166 and will comply with those provisions. The statement shall inform the employee that he or she is a mandated reporter and inform the employee of his or her reporting obligations under Section 11166 and of his or her confidentiality rights under subdivision (d) of Section 11167. The employer shall provide a copy of Sections 11165.7, 11166, and 11167 to the employee. On and after January 1, 1993, any person who acts as a child visitation monitor, as defined in paragraph (31) of subdivision (a) of Section 11165.7, prior to engaging in monitoring the first visit in a case, shall sign a statement on a form provided to him or her by the court which ordered the presence of that third person during the visit, to the effect that he or she has knowledge of the provisions of Section 11166 and will comply with those provisions.

(2) The signed statements shall be retained by the employer or the court, as the case may be. The cost of printing, distribution, and filing of these statements shall be borne by the employer or the court.

(3) This subdivision is not applicable to persons employed by public or private youth centers, youth recreation programs, and youth organizations as members of the support staff or maintenance staff and who do not work with, observe, or have knowledge of children as part of their official duties.

(b) On and after January 1, 1986, when a person is issued a state license or certificate to engage in a profession or occupation, the members of which are required to make a report pursuant to Section 11166, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person. In addition to the requirements contained in subdivision (a), the statement also shall indicate that failure to comply with the requirements of Section 11166 is a misdemeanor, punishable by up to six months in a county jail, by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

(c) As an alternative to the procedure required by subdivision (b), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1986.

(d) On and after January 1, 1993, any child visitation monitor, as defined in paragraph (31) of subdivision (a) of Section 11165.7, who desires to act in that capacity shall have received training in the duties imposed by this article, including training in child abuse identification and child abuse reporting. The person, prior to engaging in monitoring the first visit in a case, shall sign a statement on a form provided to him or her by the court which ordered the presence of that third person during the visit, to the effect that he or she has received this training. This statement may be included in the statement required by subdivision (a) or it may be a separate statement. This statement shall be filed, along with the statement required by subdivision (a), in the court file of the case for which the visitation monitoring is being provided.

(e) Any person providing services to a minor child, as described in paragraph (38) of subdivision (a) of Section 11165.7, shall not be required to make a report pursuant to Section 11166 unless that person has received training, or instructional materials in the appropriate language, on the duties imposed by this article, including identifying and reporting child abuse and neglect.

11167. (a) Reports of suspected child abuse or neglect pursuant to Section 11166 or Section 11166.05 shall include the name, business address, and telephone number of the mandated reporter; the capacity that makes the person a mandated reporter; and the information that gave rise to the reasonable suspicion of child abuse or neglect and the source or sources of that information. If a report is made, the following information, if known, shall also be included in the report: the child's name, the child's address, present location, and, if applicable, school, grade, and class; the names, addresses, and telephone numbers of the child's parents or guardians; and the name, address, telephone number, and other relevant personal information about the person or persons who might have abused or neglected the child. The mandated reporter shall make a report even if some of this information is not known or is uncertain to him or her.

(b) Information relevant to the incident of child abuse or neglect and information relevant to a report made pursuant to Section 11166.05 may be given to an investigator from an agency that is investigating the known or suspected case of child abuse or neglect.

(c) Information relevant to the incident of child abuse or neglect, including the investigation report and other pertinent materials, and information relevant to a report made pursuant to Section 11166.05 may be given to the licensing agency when it is investigating a known or suspected case of child abuse or neglect.

(d) (1) The identity of all persons who report under this article shall be confidential and disclosed only among agencies receiving or investigating mandated reports, to the prosecutor in a criminal prosecution or in an action initiated under Section 602 of the Welfare and Institutions Code arising from alleged child abuse, or to counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code, or to the county

counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code, or to a licensing agency when abuse or neglect in out-of-home care is reasonably suspected, or when those persons waive confidentiality, or by court order.

(2) No agency or person listed in this subdivision shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.

(e) Notwithstanding the confidentiality requirements of this section, a representative of a child protective services agency performing an investigation that results from a report of suspected child abuse or neglect made pursuant to Section 11166 or Section 11166.05, at the time of the initial contact with the individual who is subject to the investigation, shall advise the individual of the complaints or allegations against him or her, in a manner that is consistent with laws protecting the identity of the reporter under this article.

(f) Persons who may report pursuant to subdivision (g) of Section 11166 are not required to include their names.

11167.5. (a) The reports required by Sections 11166 and 11166.2, or authorized by Section 11166.05, and child abuse or neglect investigative reports that result in a summary report being filed with the Department of Justice pursuant to subdivision (a) of Section 11169 shall be confidential and may be disclosed only as provided in subdivision (b). Any violation of the confidentiality provided by this article is a misdemeanor punishable by imprisonment in a county jail not to exceed six months, by a fine of five hundred dollars (\$500), or by both that imprisonment and fine.

(b) Reports of suspected child abuse or neglect and information contained therein may be disclosed only to the following:

(1) Persons or agencies to whom disclosure of the identity of the reporting party is permitted under Section 11167.

(2) Persons or agencies to whom disclosure of information is permitted under subdivision (b) of Section 11170 or subdivision (a) of Section 11170.5.

(3) Persons or agencies with whom investigations of child abuse or neglect are coordinated under the regulations promulgated under Section 11174.

(4) Multidisciplinary personnel teams as defined in subdivision (d) of Section 18951 of the Welfare and Institutions Code.

(5) Persons or agencies responsible for the licensing of facilities which care for children, as specified in Section 11165.7.

(6) The State Department of Social Services or any county licensing agency which has contracted with the state, as specified in paragraph (4) of subdivision (b) of Section 11170, when an individual has applied for a community care license or child day care license, or for employment in an out-of-home care facility, or when a complaint alleges child abuse or neglect by an operator or employee of an out-of-home care facility.

(7) Hospital scan teams. As used in this paragraph, "hospital scan team" means a team of three or more persons established by a hospital, or two or more hospitals in the same county, consisting of health care professionals and representatives of law enforcement and child protective services, the members of which are engaged in the identification of child abuse or neglect. The disclosure authorized by this section includes disclosure among all hospital scan teams.

(8) Coroners and medical examiners when conducting a post mortem examination of a child.

(9) The Board of Parole Hearings, which may subpoena an employee of a county welfare department who can provide relevant evidence and reports that both (A) are not unfounded, pursuant to Section 11165.12, and (B) concern only the current incidents upon which parole revocation proceedings are pending against a parolee charged with child abuse or neglect. The reports and information shall be confidential pursuant to subdivision (d) of Section 11167.

(10) Personnel from an agency responsible for making a placement of a child pursuant to Section 361.3 of, and Article 7 (commencing with Section 305) of Chapter 2 of Part 1 of Division 2 of, the Welfare and Institutions Code.

(11) Persons who have been identified by the Department of Justice as listed in the Child Abuse Central Index pursuant to paragraph (7) of subdivision (b) of Section 11170 or subdivision (c) of Section 11170, or persons who have verified with the Department of Justice that they are listed in the Child Abuse Central Index as provided in subdivision (f) of Section 11170. Disclosure under this paragraph is required notwithstanding the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code. Nothing in this paragraph shall preclude a submitting agency prior to disclosure from redacting any information necessary to maintain confidentiality as required by law.

(12) Out-of-state law enforcement agencies conducting an investigation of child abuse or neglect only when an agency makes the request for reports of suspected child abuse or neglect in writing and on official letterhead, or as designated by the Department of Justice, identifying the suspected abuser or victim by name and date of birth or approximate age. The request shall be signed by the department supervisor of the requesting law enforcement agency. The written request shall cite the out-of-state statute or interstate compact provision that requires that the information contained within these reports is to be disclosed only to law enforcement, prosecutorial entities, or multidisciplinary investigative teams, and shall cite the safeguards in place to prevent unlawful disclosure provided by the requesting state or the applicable interstate compact provision.

(13) Out-of-state agencies responsible for approving prospective foster or adoptive parents for placement of a child only when the agency makes the request in compliance with the Adam Walsh Child Protection and Safety Act of 2006 (Public Law 109-248). The request shall also cite the safeguards in place to prevent unlawful disclosure provided by the requesting state or the applicable interstate compact provision and indicate that the requesting state shall maintain continual compliance with the requirement in paragraph (20) of subdivision (a) of Section 671 of Title 42 of the United States Code that requires the state have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the state and prevent the information from being used for a purpose other than the conducting of background checks in foster or adoptive placement cases.

(14) Each chairperson of a county child death review team, or his or her designee, to whom disclosure of information is permitted under this article, relating to the death of one or more children and any prior child abuse or neglect investigation reports maintained involving the same victim, siblings, or suspects. Local child death review teams may share any relevant information regarding case reviews involving child death with other child death review teams.

(c) Authorized persons within county health departments shall be permitted to receive copies of any reports made by health practitioners, as defined in paragraphs (21) to (28), inclusive, of subdivision (a) of Section 11165.7, and pursuant to Section 11165.13, and copies of assessments

completed pursuant to Sections 123600 and 123605 of the Health and Safety Code, to the extent permitted by federal law. Any information received pursuant to this subdivision is protected by subdivision (e).

(d) Nothing in this section requires the Department of Justice to disclose information contained in records maintained under Section 11170 or under the regulations promulgated pursuant to Section 11174, except as otherwise provided in this article.

(e) This section shall not be interpreted to allow disclosure of any reports or records relevant to the reports of child abuse or neglect if the disclosure would be prohibited by any other provisions of state or federal law applicable to the reports or records relevant to the reports of child abuse or neglect.

11168. The written reports required by Section 11166 shall be submitted on forms adopted by the Department of Justice after consultation with representatives of the various professional medical associations and hospital associations and county probation or welfare departments. Those forms shall be distributed by the agencies specified in Section 11165.9.

11169. (a) An agency specified in Section 11165.9 shall forward to the Department of Justice a report in writing of every case it investigates of known or suspected child abuse or severe neglect that is determined to be substantiated, other than cases coming within subdivision (b) of Section 11165.2. An agency shall not forward a report to the Department of Justice unless it has conducted an active investigation and determined that the report is substantiated, as defined in Section 11165.12. If a report has previously been filed which subsequently proves to be not substantiated, the Department of Justice shall be notified in writing of that fact and shall not retain the report. The reports required by this section shall be in a form approved by the Department of Justice and may be sent by fax or electronic transmission. An agency specified in Section 11165.9 receiving a written report from another agency specified in Section 11165.9 shall not send that report to the Department of Justice.

(b) On and after January 1, 2012, a police department or sheriff's department specified in Section 11165.9 shall no longer forward to the Department of Justice a report in writing of any case it investigates of known or suspected child abuse or severe neglect.

(c) At the time an agency specified in Section 11165.9 forwards a report in writing to the Department of Justice pursuant to subdivision (a), the agency shall also notify in writing the known or suspected child abuser that he or she has been reported to the Child Abuse Central Index (CACI). The notice required by this section shall be in a form approved by the Department of Justice. The requirements of this subdivision shall apply with respect to reports forwarded to the department on or after the date on which this subdivision becomes operative.

(d) Subject to subdivision (e), any person who is listed on the CACI has the right to a hearing before the agency that requested his or her inclusion in the CACI to challenge his or her listing on the CACI. The hearing shall satisfy due process requirements. It is the intent of the Legislature that the hearing provided for by this subdivision shall not be construed to be inconsistent with hearing proceedings available to persons who have been listed on the CACI prior to the enactment of the act that added this subdivision.

(e) A hearing requested pursuant to subdivision (d) shall be denied when a court of competent jurisdiction has determined that suspected child abuse or neglect has occurred, or when the allegation of child abuse or neglect resulting in the referral to the CACI is pending before the court. A person who is listed on the CACI and has been denied a hearing pursuant to this subdivision has a right to a hearing pursuant to subdivision (d) only if the court's jurisdiction has terminated, the court has not made a finding concerning whether the suspected child abuse or neglect was substantiated, and a hearing has not previously been provided to the listed person pursuant to subdivision (d).

(f) Any person listed in the CACI who has reached 100 years of age shall have his or her listing removed from the CACI.

(g) Any person listed in the CACI as of January 1, 2013, who was listed prior to reaching 18 years of age, and who is listed once in CACI with no subsequent listings, shall be removed from the CACI 10 years from the date of the incident resulting in the CACI listing.

(h) If, after a hearing pursuant to subdivision (d) or a court proceeding described in subdivision (e), it is determined the person's CACI listing was based on a report that was not substantiated, the agency shall notify the Department of Justice of that result and the department shall remove that person's name from the CACI.

(i) Agencies, including police departments and sheriff's departments, shall retain child abuse or neglect investigative reports that result or resulted in a report filed with the Department of Justice pursuant to subdivision (a) for the same period of time that the information is required to be maintained on the CACI pursuant to this section and subdivision (a) of Section 11170. Nothing in this section precludes an agency from retaining the reports for a longer period of time if required by law.

(j) The immunity provisions of Section 11172 shall not apply to the submission of a report by an agency pursuant to this section. However, nothing in this section shall be construed to alter or diminish any other immunity provisions of state or federal law.

11170. (a) (1) The Department of Justice shall maintain an index of all reports of child abuse and severe neglect submitted pursuant to Section 11169. The index shall be continually updated by the department and shall not contain any reports that are determined to be not substantiated. The department may adopt rules governing recordkeeping and reporting pursuant to this article.

(2) The department shall act only as a repository of reports of suspected child abuse and severe neglect to be maintained in the Child Abuse Central Index (CACI) pursuant to paragraph (1). The submitting agencies are responsible for the accuracy, completeness, and retention of the reports described in this section. The department shall be responsible for ensuring that the CACI accurately reflects the report it receives from the submitting agency.

(3) Only information from reports that are reported as substantiated shall be filed pursuant to paragraph (1), and all other determinations shall be removed from the central list. If a person listed in the CACI was under 18 years of age at the time of the report, the information shall be deleted from the CACI 10 years from the date of the incident resulting in the CACI listing, if no subsequent report concerning the same person is received during that time period.

(b) The provisions of subdivision (c) of Section 11169 apply to any information provided pursuant to this subdivision.

(1) The Department of Justice shall immediately notify an agency that submits a report pursuant to Section 11169, or a prosecutor who requests notification, of any information maintained pursuant to subdivision (a) that is relevant to the known or suspected instance

of child abuse or severe neglect reported by the agency. The agency shall make that information available to the reporting health care practitioner who is treating a person reported as a possible victim of known or suspected child abuse. The agency shall make that information available to the reporting child custodian, Child Abuse Prevention and Treatment Act guardian ad litem appointed under Rule 5.662 of the California Rules of Court, or counsel appointed under Section 317 or 318 of the Welfare and Institutions Code, or the appropriate licensing agency, if he or she or the licensing agency is handling or investigating a case of known or suspected child abuse or severe neglect.

(2) When a report is made pursuant to subdivision (a) of Section 11166, or Section 11166.05, the investigating agency, upon completion of the investigation or after there has been a final disposition in the matter, shall inform the person required or authorized to report of the results of the investigation and of any action the agency is taking with regard to the child or family.

(3) The Department of Justice shall make relevant information from the CACI available to a law enforcement agency, county welfare department, or county probation department that is conducting a child abuse investigation.

(4) The department shall make available to the State Department of Social Services, or to any county licensing agency that has contracted with the state for the performance of licensing duties, or to a tribal court or tribal child welfare agency of a tribe, consortium of tribes, or tribal organization that has entered into an agreement with the state pursuant to Section 10553.1 of the Welfare and Institutions Code, information regarding a known or suspected child abuser maintained pursuant to this section and subdivision (a) of Section 11169 concerning any person who is an applicant for licensure or approval, or any adult who resides or is employed in the home of an applicant for licensure or approval, or who is an applicant for employment in a position having supervisory or disciplinary power over a child or children, or who will provide 24-hour care for a child or children in a residential home or facility, pursuant to Section 1522.1 or 1596.877 of the Health and Safety Code, or Section 8714, 8802, 8912, or 9000 of the Family Code, or Section 11403.2 of the Welfare and Institutions Code.

(5) The Department of Justice shall make available to a Court Appointed Special Advocate program that is conducting a background investigation of an applicant seeking employment with the program or a volunteer position as a Court Appointed Special Advocate, as defined in Section 101 of the Welfare and Institutions Code, information contained in the index regarding known or suspected child abuse by the applicant.

(6) For purposes of child death review, the Department of Justice shall make available to the chairperson, or the chairperson's designee, for each county child death review team, or the State Child Death Review Council, information for investigative purposes only that is maintained in the CACI pursuant to subdivision (a) relating to the death of one or more children and any prior child abuse or neglect investigation reports maintained involving the same victims, siblings, or suspects. Local child death review teams may share any relevant information regarding case reviews involving child death with other child death review teams.

(7) The department shall make available to investigative agencies or probation officers, or court investigators acting pursuant to Section 1513 of the Probate Code, responsible for placing children or assessing the possible placement of children pursuant to Article 6 (commencing with Section 300), Article 7 (commencing with Section 305), Article 10 (commencing with Section 360), or Article 14 (commencing with Section 601) of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code, or Article 2 (commencing with Section 1510) or Article 3 (commencing with Section 1540) of Chapter 1 of Part 2 of Division 4 of the Probate Code, information regarding a known or suspected child abuser contained in the index concerning any adult residing in the home where the child may be placed, when this information is requested for purposes of ensuring that the placement is in the best interest of the child. Upon receipt of relevant information concerning child abuse or neglect investigation reports contained in the CACI from the Department of Justice pursuant to this subdivision, the agency or court investigator shall notify, in writing, the person listed in the CACI that he or she is in the index. The notification shall include the name of the reporting agency and the date of the report.

(8) Pursuant to Section 10553.12 of the Welfare and Institutions Code, the department shall make available to a tribal child welfare agency information regarding a known or suspected child abuser maintained pursuant to this section or subdivision (a) of Section 11169 who is being considered as a prospective foster parent or adoptive parent, an adult who resides or is employed in the home of an applicant for approval, or an employee of the tribal child welfare agency who may have contact with children.

(9) The Department of Justice shall make available to a government agency conducting a background investigation pursuant to Section 1031 of the Government Code of an applicant seeking employment as a peace officer, as defined in Section 830, information regarding a known or suspected child abuser maintained pursuant to this section concerning the applicant.

(10) The Department of Justice shall make available to a county child welfare agency or delegated county adoption agency, as defined in Section 8515 of the Family Code, conducting a background investigation, or a government agency conducting a background investigation on behalf of one of those agencies, information regarding a known or suspected child abuser maintained pursuant to this section and subdivision (a) of Section 11169 concerning any applicant seeking employment or volunteer status with the agency who, in the course of his or her employment or volunteer work, will have direct contact with children who are alleged to have been, are at risk of, or have suffered, abuse or neglect.

(11) (A) Persons or agencies, as specified in subdivision (b), if investigating a case of known or suspected child abuse or neglect, or the State Department of Social Services or any county licensing agency pursuant to paragraph (4), or a Court Appointed Special Advocate (CASA) program conducting a background investigation for employment or volunteer candidates pursuant to paragraph (5), or an investigative agency, probation officer, or court investigator responsible for placing children or assessing the possible placement of children pursuant to paragraph (7), or a government agency conducting a background investigation of an applicant seeking employment as a peace officer pursuant to paragraph (9), or a county child welfare agency or delegated county adoption agency conducting a background investigation of an applicant seeking employment or volunteer status who, in the course of his or her employment or volunteer work, will have direct contact with children who are alleged to have been, are at risk of, or have suffered, abuse or neglect, pursuant to paragraph (10), to whom disclosure of any information maintained pursuant to subdivision (a) is authorized, are responsible for obtaining the original investigative report from the reporting agency, and for drawing independent conclusions regarding the quality of the evidence disclosed, and its sufficiency for making decisions regarding investigation, prosecution, licensing, placement of a child, employment or volunteer positions with a CASA program, or employment as a peace officer.

(B) If CACI information is requested by an agency for the temporary placement of a child in an emergency situation pursuant to Article 7 (commencing with Section 305) of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code, the department is exempt from the requirements of Section 1798.18 of the Civil Code if compliance would cause a delay in providing an expedited response to the agency's inquiry and if further delay in placement may be detrimental to the child.

(12) (A) Whenever information contained in the Department of Justice files is furnished as the result of an application for employment or licensing or volunteer status pursuant to paragraph (4), (5), (8), (9), or (10), the Department of Justice may charge the person or entity making the request a fee. The fee shall not exceed the reasonable costs to the department of providing the information. The only increase shall be at a rate not to exceed the legislatively approved cost-of-living adjustment for the department. In no case shall the fee exceed fifteen dollars (\$15).

(B) All moneys received by the department pursuant to this section to process trustline applications for purposes of Chapter 3.35 (commencing with Section 1596.60) of Division 2 of the Health and Safety Code shall be deposited in a special account in the General Fund that is hereby established and named the Department of Justice Child Abuse Fund. Moneys in the fund shall be available, upon appropriation by the Legislature, for expenditure by the department to offset the costs incurred to process trustline automated child abuse or neglect system checks pursuant to this section.

(C) All moneys, other than those described in subparagraph (B), received by the department pursuant to this paragraph shall be deposited in a special account in the General Fund which is hereby created and named the Department of Justice Sexual Habitual Offender Fund. The funds shall be available, upon appropriation by the Legislature, for expenditure by the department to offset the costs incurred pursuant to Chapter 9.5 (commencing with Section 13885) and Chapter 10 (commencing with Section 13890) of Title 6 of Part 4, and the DNA and Forensic Identification Data Base and Data Bank Act of 1998 (Chapter 6 (commencing with Section 295) of Title 9 of Part 1), and for maintenance and improvements to the statewide Sexual Habitual Offender Program and the California DNA offender identification file (CAL-DNA) authorized by Chapter 9.5 (commencing with Section 13885) of Title 6 of Part 4 and the DNA and Forensic Identification Data Base and Data Bank Act of 1998 (Chapter 6 (commencing with Section 295) of Title 9 of Part 1).

(c) (1) The Department of Justice shall make available to any agency responsible for placing children pursuant to Article 7 (commencing with Section 305) of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code, upon request, relevant information concerning child abuse or neglect reports contained in the index, when making a placement with a responsible relative pursuant to Sections 281.5, 305, and 361.3 of the Welfare and Institutions Code. Upon receipt of relevant information concerning child abuse or neglect reports contained in the index from the Department of Justice pursuant to this subdivision, the agency shall also notify in writing the person listed in the CACI that he or she is in the index. The notification shall include the location of the original investigative report and the submitting agency. The notification shall be submitted to the person listed at the same time that all other parties are notified of the information, and no later than the actual judicial proceeding that determines placement.

(2) If information is requested by an agency for the placement of a child with a responsible relative in an emergency situation pursuant to Article 7 (commencing with Section 305) of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code, the department is exempt from the requirements of Section 1798.18 of the Civil Code if compliance would cause a delay in providing an expedited response to the child protective agency's inquiry and if further delay in placement may be detrimental to the child.

(d) The department shall make available any information maintained pursuant to subdivision (a) to out-of-state law enforcement agencies conducting investigations of known or suspected child abuse or neglect only when an agency makes the request for information in writing and on official letterhead, or as designated by the department, identifying the suspected abuser or victim by name and date of birth or approximate age. The request shall be signed by the department supervisor of the requesting law enforcement agency. The written requests shall cite the out-of-state statute or interstate compact provision that requires that the information contained within these reports shall be disclosed only to law enforcement, prosecutorial entities, or multidisciplinary investigative teams, and shall cite the safeguards in place to prevent unlawful disclosure of any confidential information provided by the requesting state or the applicable interstate compact provision.

(e) (1) The department shall make available to an out-of-state agency, for purposes of approving a prospective foster or adoptive parent in compliance with the Adam Walsh Child Protection and Safety Act of 2006 (Public Law 109-248), information regarding a known or suspected child abuser maintained pursuant to subdivision (a) concerning the prospective foster or adoptive parent, and any other adult living in the home of the prospective foster or adoptive parent. The department shall make that information available only when the out-of-state agency makes the request indicating that continual compliance will be maintained with the requirement in paragraph (20) of subsection (a) of Section 671 of Title 42 of the United States Code that requires the state to have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the state and prevent the information from being used for a purpose other than the conducting of background checks in foster or adoption placement cases.

(2) With respect to any information provided by the department in response to the out-of-state agency's request, the out-of-state agency is responsible for obtaining the original investigative report from the reporting agency, and for drawing independent conclusions regarding the quality of the evidence disclosed and its sufficiency for making decisions regarding the approval of prospective foster or adoptive parents.

(3) (A) Whenever information contained in the index is furnished pursuant to this subdivision, the department shall charge the out-of-state agency making the request a fee. The fee shall not exceed the reasonable costs to the department of providing the information. The only increase shall be at a rate not to exceed the legislatively approved cost-of-living adjustment for the department. In no case shall the fee exceed fifteen dollars (\$15).

(B) All moneys received by the department pursuant to this subdivision shall be deposited in the Department of Justice Child Abuse Fund, established under subparagraph (B) of paragraph (12) of subdivision (b). Moneys in the fund shall be available, upon appropriation by the Legislature, for expenditure by the department to offset the costs incurred to process requests for information pursuant to this subdivision.

(f) (1) Any person may determine if he or she is listed in the CACI by making a request in writing to the Department of Justice. The request shall be notarized and include the person's name, address, date of birth, and either a social security number or a California identification number. Upon receipt of a notarized request, the Department of Justice shall make available to the requesting person information identifying the date of the report and the submitting agency. The requesting person is responsible for obtaining the investigative report from the submitting agency pursuant to paragraph (11) of subdivision (b) of Section 11167.5.

(2) No person or agency shall require or request another person to furnish a copy of a record concerning himself or herself, or notification that a record concerning himself or herself exists or does not exist, pursuant to paragraph (1).

(g) If a person is listed in the CACI only as a victim of child abuse or neglect, and that person is 18 years of age or older, that person may have his or her name removed from the index by making a written request to the Department of Justice. The request shall be notarized and include the person's name, address, social security number, and date of birth.

11170.5. (a) Notwithstanding paragraph (4) of subdivision (b) of Section 11170, the Department of Justice shall make available to a licensed adoption agency, as defined in Section 8530 of the Family Code, information regarding a known or suspected child abuser maintained in the Child Abuse Central Index, pursuant to subdivision (a) of Section 11170, concerning any person who has submitted to the agency an application for adoption.

(b) A licensed adoption agency, to which disclosure of any information pursuant to subdivision (a) is authorized, is responsible for obtaining the original investigative report from the reporting agency, and for drawing independent conclusions regarding the quality of the evidence disclosed and the sufficiency of the evidence for making decisions when evaluating an application for adoption.

(c) Whenever information contained in the Department of Justice files is furnished as the result of an application for adoption pursuant to subdivision (a), the Department of Justice may charge the agency making the request a fee. The fee shall not exceed the reasonable costs to the department of providing the information. The only increase shall be at a rate not to exceed the legislatively approved cost-of-living adjustment for the department. In no case shall the fee exceed fifteen dollars (\$15). All moneys received by the department pursuant to this subdivision shall be deposited in the Department of Justice Sexual Habitual Offender Fund pursuant to subparagraph (C) of paragraph (9) of subdivision (b) of Section 11170.

11171. (a) (1) The Legislature hereby finds and declares that adequate protection of victims of child physical abuse or neglect has been hampered by the lack of consistent and comprehensive medical examinations. (2) Enhancing examination procedures, documentation, and evidence collection relating to child abuse or neglect will improve the investigation and prosecution of child abuse or neglect as well as other child protection efforts.

(b) The Office of Emergency Services shall, in cooperation with the State Department of Social Services, the Department of Justice, the California Association of Crime Lab Directors, the California District Attorneys Association, the California State Sheriffs' Association, the California Peace Officers Association, the California Medical Association, the California Police Chiefs' Association, child advocates, the California Medical Training Center, child protective services, and other appropriate experts, establish medical forensic forms, instructions, and examination protocols for victims of child physical abuse or neglect using as a model the form and guidelines developed pursuant to Section 13823.5.

(c) The forms shall include, but not be limited to, a place for notation concerning each of the following:

(1) Any notification of injuries or any report of suspected child physical abuse or neglect to law enforcement authorities or children's protective services, in accordance with existing reporting procedures.

(2) Addressing relevant consent issues, if indicated.

(3) The taking of a patient history of child physical abuse or neglect that includes other relevant medical history.

(4) The performance of a physical examination for evidence of child physical abuse or neglect.

(5) The collection or documentation of any physical evidence of child physical abuse or neglect, including any recommended photographic procedures.

(6) The collection of other medical or forensic specimens, including drug ingestion or toxication, as indicated.

(7) Procedures for the preservation and disposition of evidence.

(8) Complete documentation of medical forensic exam findings with recommendations for diagnostic studies, including blood tests and X-rays.

(9) An assessment as to whether there are findings that indicate physical abuse or neglect.

(d) The forms shall become part of the patient's medical record pursuant to guidelines established by the advisory committee of the Office of Emergency Services and subject to the confidentiality laws pertaining to the release of medical forensic examination records.

(e) The forms shall be made accessible for use on the Internet.

11171.2. (a) A physician and surgeon or dentist or their agents and by their direction may take skeletal X-rays of the child without the consent of the child's parent or guardian, but only for purposes of diagnosing the case as one of possible child abuse or neglect and determining the extent of the child abuse or neglect.

(b) Neither the physician-patient privilege nor the psychotherapist-patient privilege applies to information reported pursuant to this article in any court proceeding or administrative hearing.

11171.5. (a) If a peace officer, in the course of an investigation of child abuse or neglect, has reasonable cause to believe that the child has been the victim of physical abuse, the officer may apply to a magistrate for an order directing that the victim be X-rayed without parental consent. Any X-ray taken pursuant to this subdivision shall be administered by a physician and surgeon or dentist or their agents.

(b) With respect to the cost of an X-ray taken by the county coroner or at the request of the county coroner in suspected child abuse or neglect cases, the county may charge the parent or legal guardian of the child-victim the costs incurred by the county for the X-ray.

(c) No person who administers an X-ray pursuant to this section shall be entitled to reimbursement from the county for any administrative cost that exceeds 5 percent of the cost of the X-ray.

11172. (a) No mandated reporter shall be civilly or criminally liable for any report required or authorized by this article, and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his or her professional capacity or outside the scope of his or her employment. Any other person reporting a known or suspected instance of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by this article unless it can be proven that a false report was made and the person knew that the report was false or was made with reckless disregard of the truth or falsity of the report, and any person who makes a report of child abuse or neglect known to be false or with reckless disregard of the truth or falsity of the report is liable for any damages caused. No person required to make

a report pursuant to this article, nor any person taking photographs at his or her direction, shall incur any civil or criminal liability for taking photographs of a suspected victim of child abuse or neglect, or causing photographs to be taken of a suspected victim of child abuse or neglect, without parental consent, or for disseminating the photographs, images, or material with the reports required by this article. However, this section shall not be construed to grant immunity from this liability with respect to any other use of the photographs.

(b) Any person, who, pursuant to a request from a government agency investigating a report of suspected child abuse or neglect, provides the requesting agency with access to the victim of a known or suspected instance of child abuse or neglect shall not incur civil or criminal liability as a result of providing that access.

(c) Any commercial computer technician, and any employer of any commercial computer technician, who, pursuant to a warrant from a law enforcement agency investigating a report of suspected child abuse or neglect, provides the law enforcement agency with a computer or computer component which contains possible evidence of a known or suspected instance of child abuse or neglect, shall not incur civil or criminal liability as a result of providing that computer or computer component to the law enforcement agency.

(d) (1) The Legislature finds that even though it has provided immunity from liability to persons required or authorized to make reports pursuant to this article, that immunity does not eliminate the possibility that actions may be brought against those persons based upon required or authorized reports. In order to further limit the financial hardship that those persons may incur as a result of fulfilling their legal responsibilities, it is necessary that they not be unfairly burdened by legal fees incurred in defending those actions. Therefore, a mandated reporter may present a claim to the California Victim Compensation and Government Claims Board for reasonable attorney's fees and costs incurred in any action against that person on the basis of making a report required or authorized by this article if the court has dismissed the action upon a demurrer or motion for summary judgment made by that person, or if he or she prevails in the action. The California Victim Compensation and Government Claims Board shall allow that claim if the requirements of this subdivision are met, and the claim shall be paid from an appropriation to be made for that purpose. Attorney's fees awarded pursuant to this section shall not exceed an hourly rate greater than the rate charged by the Attorney General of the State of California at the time the award is made and shall not exceed an aggregate amount of fifty thousand dollars (\$50,000).

(2) This subdivision shall not apply if a public entity has provided for the defense of the action pursuant to Section 995 of the Government Code.

(e) A court may award attorney's fees and costs to a commercial film and photographic print processor when a suit is brought against the processor because of a disclosure mandated by this article and the court finds this suit to be frivolous.

11174. The Department of Justice, in cooperation with the State Department of Social Services, shall prescribe by regulation guidelines for the investigation of abuse in out-of-home care, as defined in Section 11165.5, and shall ensure that the investigation is conducted in accordance with the regulations and guidelines.

11174.1. (a) The Department of Justice, in cooperation with the State Department of Social Services, shall prescribe by regulation guidelines for the investigation of child abuse or neglect, as defined in Section 11165.6, in facilities licensed to care for children, and shall ensure that the investigation is conducted in accordance with the regulations and guidelines.

(b) For community treatment facilities, day treatment facilities, group homes, and foster family agencies, the State Department of Social Services shall prescribe the following regulations:

(1) Regulations designed to assure that all licensees and employees of community treatment facilities, day treatment facilities, group homes, and foster family agencies licensed to care for children have had appropriate training, as determined by the State Department of Social Services, in consultation with representatives of licensees, on the provisions of this article.

(2) Regulations designed to assure the community treatment facilities, day treatment facilities, group homes, and foster family agencies licensed to care for children maintain a written protocol for the investigation and reporting of child abuse or neglect, as defined in Section 11165.6, alleged to have occurred involving a child placed in the facility.

(c) The State Department of Social Services shall provide such orientation and training as it deems necessary to assure that its officers, employees, or agents who conduct inspections of facilities licensed to care for children are knowledgeable about the reporting requirements of this article and have adequate training to identify conditions leading to, and the signs of, child abuse or neglect, as defined in Section 11165.6.

11174.3. (a) Whenever a representative of a government agency investigating suspected child abuse or neglect or the State Department of Social Services deems it necessary, a suspected victim of child abuse or neglect may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be afforded the option of being interviewed in private or selecting any adult who is a member of the staff of the school, including any certificated or classified employee or volunteer aide, to be present at the interview. A representative of the agency investigating suspected child abuse or neglect or the State Department of Social Services shall inform the child of that right prior to the interview. The purpose of the staff person's presence at the interview is to lend support to the child and enable him or her to be as comfortable as possible. However, the member of the staff so elected shall not participate in the interview. The member of the staff so present shall not discuss the facts or circumstances of the case with the child. The member of the staff so present, including, but not limited to, a volunteer aide, is subject to the confidentiality requirements of this article, a violation of which is punishable as specified in Section 11167.5. A representative of the school shall inform a member of the staff so selected by a child of the requirements of this section prior to the interview. A staff member selected by a child may decline the request to be present at the interview. If the staff person selected agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. Failure to comply with the requirements of this section does not affect the admissibility of evidence in a criminal or civil proceeding.

(b) The Superintendent of Public Instruction shall notify each school district and each agency specified in Section 11165.9 to receive mandated reports, and the State Department of Social Services shall notify each of its employees who participate in the investigation of reports of child abuse or neglect, of the requirements of this section.



**TUBERCULOSIS (TB) TEST
ACKNOWLEDGMENT & RELEASE OF INFORMATION**

I, _____, understand and acknowledge it is my responsibility to ensure TB testing has been completed by all of my employees/contractors in order to have them work for me at the City of Dublin, and I verify that each employee/contractor has been found to be free of communicable tuberculosis (TB). I understand that I will retain certificates of TB tests from my employees/contractors and may need to provide them to the City of Dublin upon request.

Participant Signature: _____

Participant Printed Name: _____

Business Name: _____

Phone Number: () _____ Address: _____

Email: _____



DUBLIN
CALIFORNIA

City of Dublin Parks & Community Services Department

Incident/Accident Report

This form should be completed and submitted to your supervisor within 24 hours of the incident/accident.

General Information

Date of _____ : _____ Time: _____ Facility/Site: _____

Program or Activity: _____ Employee Completing Report: _____

Participant Information

Names of Person(s) involved: _____ Age: _____ Gender: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____

Names of Person(s) involved: _____ Age: _____ Gender: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____

Names of Person(s) involved: _____ Age: _____ Gender: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____

Description: (Describe the incident or events leading up to the accident in detail)

Action Taken/Describe the steps taken to prevent a recurrence:

Describe the first aid that was administered:

If injured person refused treatment, have them sign here:

List of City employees involved:

Name: _____ Title: _____ Witness? _____ Administered first aid? _____

Name: _____ Title: _____ Witness? _____ Administered first aid? _____

Name: _____ Title: _____ Witness? _____ Administered first aid? _____

Employee Making Contact with Person (s) Involved: Name: _____ Title: _____

Who was contacted? Name: _____ Relationship: _____

If someone was not contacted, please explain the circumstances: _____

Was 911 Called? _____ Time: _____ Remained in area? _____

Released: Under own power? _____ To Parent/Guardian? _____ To: Police/Ambulance? _____

Witness to Incident/Accident (other than employees):

Name: _____ Address: _____ City: _____ Phone: _____

Name: _____ Address: _____ City: _____ Phone: _____

Follow-Up Information: Employee Name: _____ Title: _____

Date: _____ Time: _____ Message: _____ Person Contacted: _____ Relationship: _____

Date: _____ Time: _____ Message: _____ Person Contacted: _____ Relationship: _____

Date: _____ Time: _____ Message: _____ Person Contacted: _____ Relationship: _____

Condition of Person(s) involved:

Report Completed by: _____	Signature: _____	Date: _____
Supervisor: _____	Signature: _____	Date: _____
Department Head: _____	Signature: _____	Date: _____
City Manager's Office: _____	Signature: _____	Date: _____



DUBLIN
CALIFORNIA

PARKS AND COMMUNITY SERVICES

Minor First Aid Log

Date: ___/___/___	Name: _____	Age: _____
Time: ___:___ am/pm	Address: _____	Male
Staff: _____	City, Zip: _____	Female
	Phone: _____	
ACCIDENT LOCATION		
Park Name: _____	Field/Location: _____	
Facility Name: _____	Room/Location: _____	
Other: _____	Other: _____	
TYPE OF INJURY	LOCATION of INJURY on BODY	ACTION TAKEN
Nosebleed	Head	Hand
Scrape	Face	Trunk
Regular Bee Sting	Neck	Back
Other: _____	Arm	Leg
_____	Shoulder	Foot
		Direct Pressure
		Applied Ice
		Disinfected/Washed
		Bandaged
		Other: _____
Comments:		

Date: ___/___/___	Name: _____	Age: _____
Time: ___:___ am/pm	Address: _____	Male
Staff: _____	City, Zip: _____	Female
	Phone: _____	
ACCIDENT LOCATION		
Park Name: _____	Field/Location: _____	
Facility Name: _____	Room/Location: _____	
Other: _____	Other: _____	
TYPE OF INJURY	INJURY LOCATION	ACTION TAKEN
Nosebleed	Head	Hand
Scrape	Face	Trunk
Regular Bee Sting	Neck	Back
Other: _____	Arm	Leg
_____	Shoulder	Foot
		Direct Pressure
		Applied Ice
		Disinfected/Washed
		Bandaged
		Other: _____
Comments:		



PARTICIPANT ACCOMMODATION INTAKE FORM

The City of Dublin Parks and Community Services Department provides recreation opportunities for all residents of Dublin. People with and without disabilities are encouraged and invited to register for all City programs of interest. It is our intent to include people of all abilities in recreation services and activities of their choice. Reasonable accommodations will be provided to individuals with disabilities to allow them to have a safe, enjoyable experience. Accommodations may include: One-on-one assistance, Sign Language Interpreter, Adaptive equipment, and individualized support. All accommodations will be in accordance with the guidelines of the Americans with Disabilities Act (ADA).

Reasonable accommodations are based on individuals' needs and abilities. Services, such as sign language interpreters, enhanced staff/participant ratio, adaptive equipment, etc. can be provided with at least **two weeks advance notice** of the program start date. When registering for a program, please inform us if accommodation(s) are needed. In some cases, additional information will be needed to provide the best accommodation/support possible. An Inclusion Request Form may be required to obtain additional information about specific participant(s) accommodation. If you, or a family member require an accommodation to participate in a City program, please contact the Parks and Community Services Department at (925) 833-6645 or via email at parksandcommunityservices@dublin.ca.gov.

Please circle one: Returning Participant New Participant

Participant Name _____ Date _____

Home Address _____ City _____ Zip _____

E-mail: _____

Parent/Guardian Name _____

Relationship to Participant: _____

Cell Phone (____) _____ Work Phone (____) _____

Modification being requested, select from the following:

- One-on-one assistance
- Sign Language Interpreter
- Adaptive equipment
- Other: _____

City Class/Program Name: _____

City Class/Program Start Date: _____

City Class/Program Drop-off time: (this is for camps only) _____

City Class/Program End Date: _____

City Class/Program Pick-up time: (this is for camps only) _____

How can we best meet your needs for this request? Please list individualized support and/or accommodation you are requesting: _____

Nature of Disability: _____



**AUTOMOBILE INSURANCE
ACKNOWLEDGMENT & RELEASE OF INFORMATION**

I, _____, understand and acknowledge it is my responsibility to ensure that each of my employees, contractors, or volunteers hold and will maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to transport persons or supplies to or from the City of Dublin. Copies of insurance certificates demonstrating adequate coverage have been provided to me and can be delivered to the City of Dublin upon request.

Contract Instructor Signature: _____

Contract Instructor Printed Name: _____

Business Name (if applicable):

Phone Number: () _____ Address: _____

Email: _____
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