



County of Santa Cruz

0155

HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060
(831) 454-4130 OR 454-4045 FAX: (831) 454-4642

CECILIA ESPINOLA, ADMINISTRATOR

September 13, 2000

AGENDA: October 3, 2000

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

APPROVE CONTRACT WITH SHORELINE OCCUPATIONAL SERVICES FOR POST-EMPLOYMENT CAREER ADVANCEMENT PROJECT

Dear Members of the Board:

On June 13, 2000, your Board approved the issuance of a Request for Proposal (RFP) for the Post-Employment Career Advancement Project to provide employment counseling services for Human Resources Agency-CareerWorks participants as they transition into the labor market and off cash aid. The procurement process for this project is now complete and the purpose of this letter is to request your Board's approval of a contract with Shoreline Occupational Services. Appropriations for this project were included in the Human Resources Agency budget for Fiscal Year 2000-01.

The procurement process for this contract was conducted according to Department of Labor and California Department of Social Services regulations for free and open competition. Shoreline Occupational Services was selected based on scoring criteria set forth in the RFP. Under this contract, services will include supportive counseling for newly employed CareerWorks participants, career advancement planning, and working with both employers and employees to provide job-related skill upgrade training.

The total project cost is \$125,058 for Fiscal Year 2000-01, with the option to renew the contract for a second year, based on first-year program outcomes. Ninety percent of the funding will be through the California Work Opportunity and Responsibility to Kids (CalWORKs) program and 10% will be funded by the Workforce Investment Act (WIA). A complete copy of the Post Employment Career Advancement Project contract is on file with the Clerk of the Board.

BOARD OF SUPERVISORS
Agenda: October 3, 2000
Approve Contract with Shoreline Occupational Services

Page 2

IT IS THEREFORE RECOMMENDED that your Board

1. Approve a contract in the amount of \$125,058 with Shoreline Occupational Services for the Post Employment Career Advancement Project; and
2. Authorize the Human Resources Agency Administrator to execute the contract on behalf of the County and to approve any minor amendments to the contract which do not affect the purpose or total contract amount.

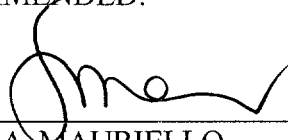
Very truly yours,



CECILIA ESPINOLA
Administrator

CE/cw

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

CC: County Administrative Office
Auditor Controller
HRA-Fiscal
County Counsel
Risk Management
Contractor

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0157

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Human Resources Agency (Dept.)
Signature: Barbara J. Coy
Date: 9-13-00

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- 1. Said agreement is between the Human Resources Agency - County of Santa Cruz (Agency) and, Shoreline Occupational Services, 350 Encinal Street, Santa Cruz, CA 95060 & Address)
2. The agreement will provide post-employment career advancement services (ie., counseling, career advancement planning, and job-related skill upgrade training) to CareerWorks participants.
3. The agreement is needed, because the County cannot provide such services
4. Period of the agreement is from October 3, 2000 to June 30, 2001
5. Anticipated cost is \$ 125,058.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CalWorks to fund 90% of contract: \$ 112,552.00
WIA to fund 10% of contract: 12,506.00
7. Appropriations are budgeted in CalWorks 392100 \$112,552.00 (Index#) 5665 (Subobject)
WIA 392100 \$ 12,506.00 5243 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 02261 Date 9/19/00
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Wilson Deputy.
Contact: Carol Walberg X 4067

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the to execute the same on behalf of the (Agency).

By (Signature) Date 9/23/00
Agreement approved as to form. Date

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order entered in the minutes of said Board on _____ 19_____.
BY _____ Deputy Clerk

AGREEMENT between the COUNTY OF SANTA CRUZ - HUMAN RESOURCES AGENCY-
CareerWorks Division and:

CONTRACTOR: **Shoreline Occupational Services**
Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo
Counties, Inc.

350 Encinal Street
Santa Cruz, CA 95060
(831)-423-8611

This contract is entered into by the County of Santa Cruz, hereinafter referred to as the COUNTY and **Shoreline Occupational Services** hereinafter referred to as the CONTRACTOR. The CONTRACTOR agrees to operate the Post Employment Career Advancement Project in accordance with the provisions of this agreement and in compliance with the Workforce Investment Act and the California Work Opportunity and Responsibility to Kids Program rules and regulations. This contract consists of this signature sheet and:

- Exhibit A: General Provisions
- Exhibit B: Financial Management Requirements
- Exhibit C: Project Service Plan
- Exhibit D: Project Budget Summary
- Attachments: Certifications on Lobbying, Debarment and Drug Free Workplace; and the Assurance of Compliance.

Term of Contract: Contract commences October 3, 2000 and terminates on June 30, 2001

Type of Contract: Fixed Unit Price: _____ ; Cost Reimbursement X

Obligation: Total contract cost will not exceed \$125,058. (90% CalWorks; 10% WIA)

THIS CONTRACT IS APPROVED BY THE PARTIES HERETO:

COUNTY OF SANTA CRUZ:
Human Resources Agency

By: _____
Cecilia Espinola, Administrator

Date: _____

CONTRACTOR:
Shoreline Occupational Services

By: Michael J. Paul

Date: 9/12/00

Approved as to Form By: Joe M. Scott
County Counsel

Approved as to Insurance By: Janet McKinley 9-12-2000
Risk Management

Distribution: Auditor Controller
Human Resource Agency
Contractor

GENERAL PROVISIONS1. Compliance

CONTRACTOR shall conduct its performance hereunder so as to comply with all applicable Federal, State, and local laws, regulations, guidelines, bulletins, and circulars issued which govern the operation of all Workforce Investment Act (WIA) programs and California Department of Social Services (CDSS) programs; all federal regulations and Governor's policies and procedures issued pursuant to WIA; the Family Economic Security Act (FESA), California Unemployment Insurance Code, Section 15000 et. seq., to the extent permitted by federal law; all State regulations and Governor's policies and procedures issued pursuant to FESA; and any new legislation, regulation, policy and procedures which may replace FESA; and with the Americans with Disabilities Act, 1990. All documents specified in this Paragraph shall be made available by COUNTY to CONTRACTOR upon request.

2. Records Retention [County]

All records pertinent to this Contract, including but not limited to, financial, statistical, property, and participant records, and supporting documentation, shall be retained by the CONTRACTOR for a period of five (5) years after final payment under this Contract, or until a final audit report is accepted by COUNTY. CONTRACTOR's performance, place of business, and records pertaining to this contract are subject to monitoring, inspection, review and audit by representatives of the County, State and Federal governments. If the CONTRACTOR is unable to retain the necessary records for the required period, the CONTRACTOR shall transfer such records to COUNTY. Such records shall be transmitted to COUNTY for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

3. Program Monitoring Requirements

CONTRACTOR shall establish and maintain internal management procedures for the effective administration of this Contract, including provision to:

- A. Monitor day-to-day operations.
- B. Periodically review the performance of the program in relation to program goals and objectives, and compliance with CDSS regulations and WIA.
- C. Measure and evaluate the effectiveness and impact results in terms of participants, program activities, and the community.

4. Procurement Standards

CONTRACTOR shall comply with applicable County, State, and Federal laws, and regulations governing the procurement of supplies, equipment, and other materials and services, and with requirements established by County, State, or U.S. Department of Labor for such procurements with contract funds. Each CONTRACTOR shall use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the CONTRACTOR's procurement procedures also comply with the

requirements of CDSS regulations and WIA. Each CONTRACTOR shall have written procedures for procurement transactions. Each CONTRACTOR shall maintain records sufficient to detail the significant history of a procurement.

5. Property Management Requirements

CONTRACTOR shall comply with applicable requirements established by County, State or the U.S. Department of Labor governing the ownership, use, and disposition of WIA equipment and other property.

- A. Contractors that are governmental entities. Real property, equipment, supplies, and intangible property acquired or produced after July 1, 2000 by governmental entities with WIA funds shall be governed by the definitions and property requirements in the Department of Labor (DOL) regulations.
- B. Contractors that are non-governmental entities. Except as provided in paragraph (c) of this section, real and personal property, including intangible property, acquired or produced after July 1, 2000, by non-governmental entities with WIA funds shall be governed by the definitions and property management standards of OMB Circular A-110, as codified by administrative regulations of the Department of Labor.

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

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

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

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

6. Availability of Records

CONTRACTOR shall keep and make available for inspection by authorized representatives of the COUNTY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this contract as may be required by the COUNTY.

7. Conflict of Interest
CONTRACTOR promises and attests that the CONTRACTOR and any members of its staff and governing body shall avoid any actual, or potential conflicts of interest.
8. Participant Rights
CONTRACTOR shall advise all WIA and CDSS California Work Opportunity and Responsibilities to Kids (CalWORKs) participants in its programs operated hereunder of the existence of COUNTY'S grievance procedure and of their rights and responsibilities upon receiving CONTRACTOR's services under this Contract. The CONTRACTOR agrees also to utilize those procedures established by the COUNTY for resolving all issues related to the WIA and CalWORKs programs as described in the WIA Final Rules and in CDSS Regulations.
9. Confidentiality
CONTRACTOR agrees to comply and to require its officers, employees and agents to comply with all applicable County, State, or Federal statutes or regulations regarding confidentiality in the operation of WIA and CDSS funded programs.
10. Indemnification for damages, taxes and contributions. [County]
CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 15 and 17 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
11. Repayment of Funds [County]
CONTRACTOR shall indemnify COUNTY fully and completely for any request of repayment of WIA and CDSS CalWORKs funds made by the State of California or U.S. Department of Labor.

12. Insurance [County]

CONTRACTOR, at its sole cost and expense, for the full term of this contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

Types of Insurance and Minimum Limits

- A. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees and certifies to this fact by initialing here _____
- B. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this contract and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____
- C. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: [a] bodily injury, [b] personal injury, and [c] broad form property damage [d] contractual liability, and [e] cross liability.

9/12/08 *MP* **D.**

Every officer, director, agent, or employee of CONTRACTOR who is authorized to act on behalf of CONTRACTOR for the purpose of receiving or depositing funds or issuing financial documents, checks, or other instruments of payments for cost hereunder shall provide a fidelity bond satisfactory to the Auditor-Controller to provide protection against loss up to \$100,000.00 or one-fourth the payment limit of this contract, whichever is the lower amount.

MP

13. Other Insurance Provisions [County]

- A. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- B. All required Automobile and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy:
"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".
- c. All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:
Contract Analyst, CareerWorks Division
County of Santa Cruz Human Resources Agency,
1040 Emeline Street, Santa Cruz, CA 95060"
- D. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:
Contract Analyst, CareerWorks Division
County of Santa Cruz Human Resources Agency
1040 Emeline Street, Santa Cruz, CA 95060.

14. Subcontract and Assignment

CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract or monies without the prior written consent of the HRA Administrator or designee.

15. Independent CONTRACTOR Status [County]
This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
16. Modifications and Amendments
This Contract shall only be modified or amended by a written document executed by the parties hereto.
17. Choice of Law and Personal Jurisdiction [County]
This Contract is made in Santa Cruz County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in the courts of Santa Cruz County.
18. New or revised Federal and State Regulations
Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be amended as needed to assure conformance with such Federal or State requirements.
19. Termination
This Contract may be terminated in whole or in part for any of the following circumstances:
- A. Termination for Convenience: Either the COUNTY or the CONTRACTOR may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent .
 - B. Termination for Cause: The COUNTY, upon written notice to the CONTRACTOR, may immediately terminate this Contract, or any separable part performance under this Contract, should the CONTRACTOR fail to perform properly any of its obligations hereunder.
 - C. Cessation or Reduction of Funding, [County]: Notwithstanding Paragraph 19A above, in the event that Federal, State or other non-County funding for this contract ceases or is reduced, the COUNTY may immediately terminate this Contract without prior written notice to the CONTRACTOR. This contract may also require programmatic and funding changes due to new or revised legislative action. Any such changes which are necessary shall be incorporated into the contract. All funding provided by this contract is contingent on the availability of Federal and State funds and continued Federal and State authorization for program activities and is subject to amendment or termination due to lack

Exhibit A

of funds or authorization. In addition, the COUNTY may suspend or reduce its payment obligation to the CONTRACTOR for non-compliance with the terms and conditions of the Contract.

20. Equal Employment Opportunity [County]

During and in relation to the performance of the contract, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
 - (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related and gender characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

Exhibit A

- (3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 20B to be inserted in all subcontracts for any work covered under this contract by a subCONTRACTOR compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- C. It will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act, as amended, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance. (29 CFR Part 34.20).
21. Notices [County]
All notices provided for by this Contract shall be in writing. Notices to the COUNTY shall be addressed to the Human Resources Agency, CareerWorks Division, 1040 Emeline Street, Santa Cruz, CA 95060. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein.
22. Assurances [County]
Subject to all other provisions of this Contract, CONTRACTOR assures and certifies that:
- A. It possesses legal authority to enter into this Contract; a resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR's governing body, authorizing the execution of this Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the CONTRACTOR to execute this Contract.
- B. It will not permit programs or activities funded or otherwise financially assisted in whole or in part under this contract to involve political activities, or to assist, promote, or deter union organizing.

- C. It will not permit participants in programs funded under the terms of this contract to be employed on the construction, operation, or maintenance of so much of any facility which is used or to be used for religious instruction or as a place for religious worship.
- D. It will comply with applicable regulations of the U.S. Department of Labor regarding payment of prevailing wage rates to all laborers and mechanics employed by CONTRACTOR or any subCONTRACTOR in any construction, alteration, or repair, including painting and decorating, of buildings or works assisted under this Contract, in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and will comply with the employment provisions set forth in 41 CFR 29-70.216-8(d), Subsections (1), (2), (3), and (4), which are incorporated herein by reference. CONTRACTOR will include substantially this assurance in every subcontract entered into under this Contract.
- E. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under the WIA.
- F. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation, of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location.
23. Publications, Media Presentations [County]
The CONTRACTOR agrees that whenever information related to the program funded under this contract appears in the media or in publication, such publicity, whenever practical, will include the statement, "funded by the Workforce Investment Board and the County Board of Supervisors." In generally distributed publications, the information must indicate the program or activity is an equal opportunity employer/program, and that auxiliary aids and services are available upon request to individuals with disabilities. Where appropriate, information and services should be provided in languages other than English. CONTRACTOR is required to obtain COUNTY approval prior to distribution of any program outreach materials including but not limited to brochures and flyers.
24. Contract Renewal
Renewal options will be considered at the discretion of the COUNTY, with concurrence by the CONTRACTOR, and will be based on overall contract performance, including achievement of program performance goals, trainee characteristics, program management/ administration, continued labor market demand, program design, cost factors, monitoring and audit reports, as well as program and service level requirements of the COUNTY. An adjustment to the program budget may be available when renewal options are considered.

25. Integrated Document [County]

This Contract and attachments hereto embody the total agreement between the COUNTY and CONTRACTOR for the provision of employment training services. No verbal agreements or conversation with any officer, agent, or employee of the COUNTY concerning the terms or conditions of this contract shall affect or modify any of the terms or obligations contained in any document comprising this Contract. Any such verbal agreement shall be considered as unofficial information, and in no way binding upon the COUNTY.

26. Contract Disputes

The CONTRACTOR agrees to first use administrative processes and negotiation in attempting to resolve disputes arising from this Contract prior to resorting to any other allowable remedy. The CONTRACTOR shall continue performance of the Contract activities during such dispute and shall immediately submit written request for informal review and consultation to the CareerWorks Division Director. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the Human Resources Agency Administrator shall review the disputed matter and, after consultation with the Division Director and the CONTRACTOR, shall resolve same, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the CONTRACTOR is prevented from appealing such decision pursuant to WIA regulations.

27. Patent and Copyright Infringement

- A. The CONTRACTOR shall report to the COUNTY, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the CONTRACTOR has knowledge.
- B. The CONTRACTOR agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services expected to exceed \$25,000.

28. Reporting

CONTRACTOR shall complete State and County forms and reports including participant data, financial reporting and any contract progress or performance reports in accordance with COUNTY procedures and deadlines.

FINANCIAL MANAGEMENT REQUIREMENTS

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

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

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

2. Program Income

CONTRACTOR shall comply with all program income requirements as prescribed by the U.S. Department of Labor, California Department of Social Services and the County's WIA Program Income Policy.

3. Payment Basis [County]

It is the intent of the parties hereto that the total payment to the CONTRACTOR for all services provided for COUNTY under this Contract, except those that may be specified

as cost reimbursement, shall be for achievement of performance measures that are specified under this Contract.

4. Payment Amounts [County]

The COUNTY shall reimburse the CONTRACTOR for its actual, reasonable, necessary and allowable costs incurred for services, rendered under the term of this contract. Total authorized payments under this contract shall not exceed the total amount specified on the signature sheet of this Agreement during the term of contract and as set forth in the line item budget detail on the Project Budget (Exhibit D). A request in writing by the CONTRACTOR for an adjustment of any line item amounts over 20% set forth in Exhibit D must be approved by the COUNTY. Any adjustment made however, shall not have the effect of increasing the total amount of WIA and CalWORKs funds as specified on the signature sheet of this agreement.

5. Payment Invoices [County]

CONTRACTOR shall submit written invoices and supporting documents in the manner and form prescribed by COUNTY. CONTRACTOR shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the month or report period in which said services are actually rendered.

6. Final Contract Closeout [County]

Final Claims for payment must be filed no later than one calendar month following the termination of this contract and in no event shall COUNTY be obligated to honor or otherwise be liable for claims filed after **August 30, 2001**.

7. Meeting Contract Goals [County]

CONTRACTOR shall make a reasonable and good faith effort to meet or exceed the contract goals. If all payments under this contract are earned prior to the contract's end date, the CONTRACTOR shall nonetheless continue to devote full effort to providing services as outlined in Exhibit C, Project Service Plan.

8. Payments [County]

Payments shall be made for the performance of services and duties as described in the Project Service Plan and subject to all other provisions of this contract. COUNTY shall reimburse the CONTRACTOR for its actual, reasonable, necessary and allowable costs incurred for services rendered each month.

10. Right to Withhold [County]

COUNTY has the right to withhold payment to the CONTRACTOR when, in the opinion of the COUNTY, stated in writing to the CONTRACTOR, (a) the CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) the CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work, or records, (c) the CONTRACTOR has failed to sufficiently itemize, document or submit internally consistent demands for payment, (d) the CONTRACTOR has failed to submit

timely payment invoices, (e) a final audit report identifies questioned costs or costs recommended for disallowance based on performance.

11. Records [County]

CONTRACTOR shall maintain on file at the CONTRACTOR's principal place of business true, orderly and accurate records to support expenditures and in-kind contributions. The COUNTY shall sample these records as a monitoring function. If problems are detected in the sample, payments to the CONTRACTOR may be suspended until a full reconciliation is completed. Financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Documentation to support reimbursement requests shall consist of canceled checks, invoices annotated with date paid, check number, payroll ledgers, and other evidence of cost.

12. Documentation [County]

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

13. Audits

CONTRACTORS receiving federal funds from any source of \$300,000 or more will be responsible for the procurement and conduct of an audit conducted on an annual basis. The audit must be in accordance with the Single Audit Act of 1984 and 1996 amendments, OMB Circular A-133 and other applicable regulations and directives of the Federal and State government. Audit reports are due to the CareerWorks Division no later than one year after the end of the contract year or July 1. The audit, including the Statement of Functional Expenses, shall report program outlays on an accrual basis. If the CONTRACTOR's accounting records are not normally kept on the accrual basis, the CONTRACTOR shall develop such accrual information through an analysis of the documentation on hand. For the purposes of audit materiality, the area of administrative expenditures shall be considered its own universe. When assessing both qualitative and quantitative materiality for administrative expenditures, on the financial statement and account balance level, materiality of errors or irregularities that may result from the misapplication of Generally Accepted Accounting Principles (GAAP), departures from fact, or omissions of necessary information shall be determined in comparison with administrative expenditures only, not total expenditures. Audits submitted that do not meet the aforementioned specifications will not meet the requirements of the Contract. In addition, the records of the CONTRACTOR may be audited by the County, State, or Federal Government offices.

14. Audit Exceptions

In addition to its obligation under Paragraph 11 (Audits), CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Contract. CONTRACTOR also agrees to pay to the COUNTY the full amount of the COUNTY's liability, if any, to the State and/or Federal Government resulting from any audit exceptions, to the extent such are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this Contract.

15. Deobligation [County]

The COUNTY may require an amendment to reduce the payment limits of this contract if it is determined by COUNTY that the CONTRACTOR need not or cannot expend the full amount of any part of payment limit herein, in order to fulfill its obligations hereunder. The decisions to deobligate will be based upon review of programmatic achievement and the comparison of actual levels of expenditures to the expenditure schedules contained in the Project Budget Plan incorporated herein. Amendments required under this provision are not subject to the conditions set forth in Section 16 of the General Provisions, such that the amendment need not be executed by the CONTRACTOR. The COUNTY shall notify the CONTRACTOR of such amendments.

PROJECT SERVICE PLAN

Name of CONTRACTOR: **Shoreline Occupational Services**

Activities: CalWORKs Post Aid Transitional Services, and WIA Adult Follow Up Services.

Program Name: **Post Employment Career Advancement Project**

Performance outcome time frame: October 3, 2000 through June 30, 2001.

1. Performance Outcome Summary:

Planned number of project enrollments: 80*

Planned number of completed Career Advancement Plans: 70%

Planned completed Career Advancement Plans with employer participation: 15%

Employment rate at 3 months: 75%

Employment rate at 9 months: 65%*

Wage increase at 6 months for training program graduates: 15% *

Wage increase at 6 months for direct placements: 10%*

Wage increase at 9 months for training program graduates: 20%*

Wage increase at 9 months for direct placements: 15%*

Customer satisfaction rating: 70% or more positive rating*

Performance outcomes are determined based on the definitions and benchmarks described in Section 2 below. Performance outcomes may be adjusted by written notification from the COUNTY, based on changes in CalWORKs, WIA, or locally defined performance requirements.

*Starred items will be used to evaluate project performance after the end of the year, but will not be for performance holdbacks.

2. Definitions and Benchmarks Used to Determine Outcomes

Case Manager: CareerWorks Employment and Training Specialist assigned to monitor and track participant activities sponsored by WIA and/or CalWORKs employment programs

Job Coach: Staff hired by the CONTRACTOR to provide post employment career advancement services as described under the terms of this agreement.

Program Enrollment Date: Date participant is referred to the CONTRACTOR by the CareerWorks Case Manager. Date on the designated referral form. May also be referred to as the first day of service.

Post Employment Career Advancement Project (PECAP) Referral Form:

Document used by the CareerWorks Case Manager to refer eligible participants to the CONTRACTOR for services.

Career Advancement Plan (CAP): Written participant assessment and service plan, listing participant career advancement activities and supportive services to be provided for the subsequent six months. CONTRACTOR may use the Career Advancement Plan Worksheet provided by CareerWorks or another format that includes information required by CareerWorks. Completed plans are to be submitted to the CareerWorks Contract Analyst, within 30 days after 3-month benchmark date.

Employment Rate: A participant is considered employed for the purposes of this project if he or she has worked, or was scheduled to work, 25 hours or more during the designated benchmark week. Employment rate is calculated by dividing the number of employed participants by the total number of participants for each service month.

Training Program Graduates: Participants referred to the CONTRACTOR who have previously completed a CalWORKs or WIA sponsored vocational training program, as specified by the CareerWorks Case Manager on the PECAP Referral Form.

Direct Placements: Participants who have not previously completed a CalWORKs or WIA sponsored vocational training program at the time of referral to the CONTRACTOR.

Exit Date: For the purposes of this project, the last day of service, 9 months after program enrollment.

3-Month, 6-Month and 9-Month Benchmark Dates: Benchmark dates are calculated by counting the number of days and months after program enrollment. These dates are then used to set the time frame for completed Career Advancement Plans and to determine the *Benchmark Week*.

Benchmark Week: The week (Sunday through Saturday) which includes the *Benchmark Date*. The employment status of the participant during their benchmark week will be used to as the basis of determining the employment rate outcome. As approved by the CareerWorks Analyst the benchmark week may adjusted on a case by case basis to accommodate for participant vacation schedules or circumstances which cause the benchmark week to misrepresent the participant's actual employment status.

Baseline Month: Income earned by the participant during the full calendar month after program enrollment. Earnings during this month will be used as the baseline to calculate wage increases at six and nine months. It will be the responsibility of the CONTRACTOR to document earned income for the baseline month. If available, CalWORKs income information may be used to validate baseline month earnings.

Performance Months: Six and nine months following the Baseline month. Income from the Performance months will be compared to income earned during the Baseline month to

determine wage increases. It will be the responsibility of the CONTRACTOR to collect and document performance month earnings at 6 and 9 months after program enrollment.

Positive Customer Satisfaction Rating: For this project, a brief questionnaire will be developed, distributed, and evaluated by the CareerWorks Contract Analyst to evaluate service quality.

3. Project Narrative

The CONTRACTOR will provide nine months of employment counseling (job coaching) services and career advancement planning for 10 to 20 new participants each month, from October 3, 2000 through June 30, 2001. It is expected that 80 participants will be enrolled and served during the first program year. If the contract for this project is renewed for a second year, first year participants, who have not been served for a full 9 months, may be carried into the second program year. If this contract is not renewed for a second year, a transition plan will be developed by CareerWorks and the CONTRACTOR to ensure participants continue to receive services as needed.

Counseling and career advancement services will be delivered to participants residing throughout the county. Job Coaches hired by the CONTRACTOR will be available to travel and meet with participants at times and locations convenient and accessible for both the working participants and their employer. The Job Coach will make an effort to meet face to face with each new participant within the first service week to begin providing employment counseling services immediately.

It is expected that the Job Coach employed by the CONTRACTOR will contact the participant at least weekly during the first service month, every other week during the second and third service months, and monthly thereafter, until the participant exits the project. Additionally, participants will be able to reach a designated Job Coach by phone, during non-work hours, for immediate assistance with resolving unanticipated work-related issues which are interfering with their ability to remain employed.

After the first 90 days of service, the Job Coach and the participant will work together to develop a Career Advancement Plan specifying career advancement activities, vocational training and supportive service arrangements for the following six months. Career Advancement Plans for participants who are still on cash aid, with an active Welfare to Work Plan, must also be reviewed and approved by the assigned CareerWorks Case Manager.

For the remaining six months of service, participants will participate in activities as defined by their plan while continuing to work with a Job Coach. Plan modifications and updates will be reported to CareerWorks with each participant's Monthly Progress Report.

The CONTRACTOR will provide services and operate this project in full compliance with the activities and service provisions described in this contract, all WIA and CDSS CalWORKs regulations, and all updated procedures provided by the CareerWorks Contract Analyst and/or other designated CareerWorks program representatives.

4. Participant Selection

The CareerWorks Case Managers will be responsible for screening and selecting eligible participants and completing the *Post Employment Career Advancement Referral Form*. This form will also be used to certify participant eligibility, provide updated contact information and to identify the assigned CareerWorks Case Manager. Additional information related to occupational assessments, work history and employment status will be forwarded to the CONTRACTOR along with the referral form. The CareerWorks Case Manager will initiate a referrals as quickly as possible after learning about a participant's job offer or placement. The CareerWorks Case Manager will also make an effort to explain to the participant, the project services and expectations before a Job Coach is assigned.

All participants referred by CareerWorks are to be enrolled and served by the CONTRACTOR, unless it is determined that the participant was not employed at the time of referral. The CareerWorks Case Manager may also rescind a referral if there is an eligibility conflict. The CONTRACTOR will not recruit or enroll participants independently without the consent of CareerWorks or the assigned CareerWorks Case Manager. However, Job Coaches hired by the CONTRACTOR are encouraged to participate or assist with Workforce Center group activities in order to introduce themselves to future participants, learn more about Workforce Center services, and to develop and maintain professional relationships with CareerWorks Case Managers.

5. Contract Service Provisions

- Provide supportive counseling, information and referral, problem solving, crisis intervention, employer intervention and advocacy and career planning services for employed participants.
- At intake, complete a brief assessment to identify immediate service needs and to update and augment existing occupational information provided by CareerWorks.
- Provide a more intensive level of job coaching, as needed, during the first service month. Job Coaches will contact participants weekly during this period to facilitate a successful adjustment to work.
- After the first 90 days of service, Job Coaches will partner with the participant, the CareerWorks Case Manager and if possible the employer, to develop and/or finalize an individualized Career Advancement Plans.
- Provide life skill instruction which may include job search and/or reemployment assistance, budgeting and money management information, basic computer literacy and basic skills instruction, work maturity, anger management, problem solving and other skill instruction that a participant may need to remain employed and advance on the job.
- Coordinate with CareerWorks Case Managers to insure that participant activities comply with CalWORKs and WIA participation requirements.

- Provide information about resources for skill upgrade, transitional benefits, and other benefits provided by CareerWorks and other Workforce Center Partners.
- Coordinate with the CareerWorks Case Manager to assist participants to apply for and receive supportive services as needed to help them remain employed.
- Provide supervised job search, job development and re-employment services for participants who become unemployed during the 9-month project service period.
- Provide culturally appropriate services and instructional materials in both English and Spanish as needed.
- Increase family income by assisting the participant receive the Earned Income Tax Credit on a monthly basis.
- Provide employers with information about the benefits of tax credits as well as information about Workforce Center services for employers.
- Complete MIS and CalWORKs participant tracking documents as required by the COUNTY, WIA and CalWORKs regulations.
- Attend Case management meetings and service delivery planning meetings at the Workforce Centers as needed.
- When working with outside service providers and employers, insure that client confidentiality is upheld and that participants are given the opportunity to release information, using a written release form approved by CareerWorks.

6. Program Staffing and Resources

A. Staffing Levels

CONTRACTOR will provide an adequate “staff to participant ratio” to meet the service provisions described in this contract. Staff to participation ratios may vary or increase as program enrollment increases throughout the 12 to 21 month service period. Job Coach staff will meet the minimum qualifications and will be capable of serving monolingual Spanish speaking participants and employers. It is projected that up to 50% of project participants will be monolingual-Spanish speaking.

PECAP Director:	.5 FTE
Administrative Assistant:	.5 FTE
Qualified Job Coaches:	2.0 FTE (Includes 1.0 FTE Spanish Speaking)

B. Staff Training

It is the responsibility of the CONTRACTOR to fully train the Job Coaches. CareerWorks will provide copies of the CalWORKs Eligibility Handbook, the Welfare to Work Procedures Manual, forms and other written protocols which apply to WIA and/or CalWORKs services in Santa Cruz County. It will be the responsibility of the CONTRACTOR to obtain copies of CDSS and WIA regulations, which apply to activities covered by this Contract. If necessary, the

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CareerWorks Analyst will be available to advise and assist the CONTRACTOR locate this information.

If space and resources are available, CareerWorks will invite Contract Job Coaches to attend scheduled CareerWorks training sessions related to WIA-Cal WORKs program implementation.

C. Facilities

CONTRACTOR will provide suitable office and service delivery facilities for staff and project participants attending support groups, classes and group sessions provided by the CONTRACTOR. Additionally, CONTRACTOR will insure that Job Coaches are able to travel throughout the county to meet with participants and employers and to attend case management meetings. Written notification of any changes to the CONTRACTOR'S service hours or office locations will be made available to Workforce Center Managers and the CareerWorks Contract Analyst.

7. Reporting

A. Career Advancement Plans

Career Advancement Plans will be completed for project participants, within 30 days of the 3-month benchmark date. Completed plans are to be submitted to the Contract Analyst and will be used to document performance outcomes.

B. Monthly Participant Progress Reports

The CONTRACTOR is required to submit a progress report for each active participant for each month. Progress reports will be submitted on a form approved by the COUNTY and will be used by CareerWorks to monitor participant activity levels and performance outcomes. Participant progress reports are due within 30 days after the end of each report month.

C. Monthly Service Plan Progress Reports

The CONTRACTOR is required to submit a monthly progress report, due within 30 days after the end of each month. This report which will include the information needed to track project outcomes. Report information will include: plan vs actual program enrollments, plan vs actual Career Advancement Plans completed, 6 and 9 month benchmark data, monthly project exits, and the current number of enrolled participants at the end of each month. This report is to be attached to the invoice for payment and submitted to the designated CareerWorks Contract Analyst . (See item 8) . .

8. Planned Service Levels

2000-2001 Program Year

EOM Count	7/00	8/00	9/00	10/00	11/00	12/00	1/01	2/01	3/01	4/01	5/01	6/01
New Enrollments	0	0	0	15	10	10	15	15	15	15	15	15
Cumulative Enrollments	0	0	0	15	25	35	50	65	80	95	110	125
New CAPs	0	0	0	0	0	0	11	7	7	11	11	11
Cumulative CAPs	0	0	0	0	0	0	11	18	25	36	47	58
3-Month Employed	0	0	0	0	0	0	11	8	8	11	11	11
Cumulative 3 Month	0	0	0	0	0	0	11	19	27	38	49	60
9-Month Employed	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative 9 Month	0	0	0	0	0	0	0	0	0	0	0	0
Exits this month	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Exits	0	0	0	0	0	0	0	0	0	0	0	0
Active Participants	0	0	0	15	25	35	50	65	80	95	110	125

Proposed 2001-2001 Program Year

EOM Count	7/00	8/00	9/00	10/00	11/00	12/00	1/01	2/01	3/01	4/01	5/01	6/01
New Enrollments	15	10	10	0	0	0	0	0	0	0	0	0
Cumulative Enrollments	140	150	160	160	160	160	160	160	160	160	160	160
New CAPS	11	11	11	11	7	7	0	0	0	0	0	0
Cumulative CAPS	69	80	91	102	109	116	116	116	116	116	116	116
3-Month Employed	11	11	11	11	7	7	0	0	0	0	0	0
Cumulative 3 Month	71	82	93	104	111	118	118	118	118	118	118	118
9-Month Employed	10	7	7	10	10	10	10	10	10	10	7	7
Cumulative 9 Month	10	17	24	34	44	54	64	74	84	94	101	108
Exits this month	15	10	10	15	15	15	15	15	15	15	10	10
Cumulative Exits	15	25	35	50	65	80	95	110	125	140	150	160
Active Participants	125	125	125	110	95	80	65	50	35	20	10	0

These monthly figures represent a plan for accomplishing the contracted services for this project. At the CONTRACTOR's written request, the CareerWorks Contract Analyst may approve a change in the planned monthly activity goals. Changes in the total number of participants served for the year may result in the de-obligation of funds or may require a contract amendment.

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9. Contract Compliance Monitoring

Monitoring will be conducted by CareerWorks to determine if all the terms and conditions of this contract are being performed in a manner satisfactory to the County. Monitoring will occur at least once per program year and monitoring reports will be provided to the CONTRACTOR. In the event that the County determines the CONTRACTOR's performance to be unsatisfactory, the County may act in its own best interest including but not limited to:

- Requiring corrective action within specific time frames,
- Withholding payments;
- Disallowing inappropriate claims, payments or costs;
- De-obligating contract funds, or
- Terminating or suspending this contract

10. Fiscal Provisions (See also Exhibit B Financial Management Requirements)

This Contract is a cost reimbursement method of payment. Total authorized payments under this Contract shall not exceed \$125,058 as set forth on the Signature page of this agreement and as specified on Exhibit D.

- A. CONTRACTOR shall submit a fiscal claim on a monthly basis using forms and instructions provided by the COUNTY. Fiscal claims shall be attached to the Monthly Service Plan progress Report and received by the CareerWorks Contract Analyst no later than 30 days following the end of each month.
- B. A budget modification must be requested in writing by the CONTRACTOR and must be approved by the CareerWorks Contract Analyst for the adjustment of any line item with an amount over 20%. Final budget modification requests are to be received by June 1 of each program year. Any budget modifications made shall not increase the total amount of the contract funds.
- C. Contract Analyst shall have the right to disapprove any expenditures made by the CONTRACTOR which are not in accordance with the terms of this contract and adjust payments accordingly.

11. Performance Holdback:

The County shall reimburse the CONTRACTOR for its actual, and allowable cost incurred for services rendered, less a 15% holdback pending attainment of the performance outcomes specified below as of June 30, 2001.

- 50% of the hold back will be earned if 56 out of 80 participants (70%) have completed a Career Advancement Plan.
- 50% of the hold back will be earned if 60 out of 80 participants (75%) are listed as *employed* during the 3-month benchmark week.

Exhibit C

In the event that 80 participants are not enrolled in services during the program year percentage measures will be used to earn hold back incentives.

The performance outcomes specified above may be changed by written notification from COUNTY. CONTRACTOR will invoice for the performance holdback payments not later than July 30, 2001

Exhibit D

Project Budget 2000-01

Shoreline Occupational Services - Post-Employment Career Advancement Project**Salaries and Benefits**

Salaries and Wages	71,609.00
Fringe Benefits	20,049.00
Total Salaries and Benefits	91,658.00

Services and Supplies

Space	
400 sq. ft@\$1.00/sq. ft./month	3,600.00
Facility Maintenance: @\$60/month	540.00
Utilities@\$90/month	810.00
Equipment Rental / Maintenance	1,000.00
Equipment Purchases	
Hot Line equipment: Cell Phones	400.00
Communications	
4 Pager / Ceil Phones @300/month	2,535.00
Telephone (includes Internet service)	1,200.00
Postage	120.00
Travel	
Local Travel 2000 miles@ \$.29/mile/month	4,640.00
Other Travel costs	1,500.00
Staff Training	1,590.00
Supplies and Printing	1,250.00
Professional Services and SubContractors	1,000.00
Insurances / Bond /Audit	2,400.00
Other	
Participant incentives	1,000.00
Marketing and Advertising	650.00
Total Services and Supplies	24,235.00
Administrative/ Indirect Costs	9,165.00
Grand Total - All Expenses	\$125,058.00

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

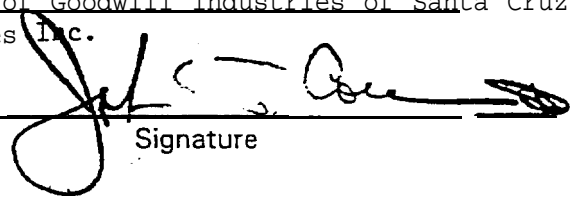
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Shoreline Occupational Services a division of Goodwill Industries of Santa Cruz,
Organization Monterey & San Luis Obispo Counties Inc.

John Collins

Typed Name of Certifying Official



Signature

2/12/98

Date

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MF

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

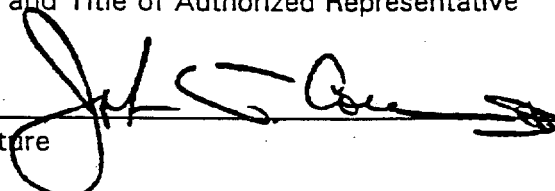
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-1 9211).

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. .

John Collins Vice President

Name and Title of Authorized Representative



2/12/98

Signature

Date



CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The organization named below hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The organization will:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace
 - (b) The person's or organization's policy of maintaining a drug-free workplace
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
- 3) Provide as required by Government Code Section 8355(c) that every employee who works in the proposed organization.
 - (a) Will receive a copy of the organization's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the organization's statement as a condition of employment in the organization

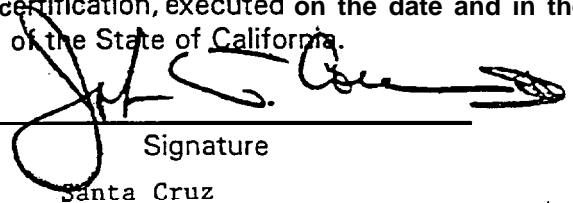
CERTIFICATION

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

John T. Collins

Typed Name of Certifying Official

2/12/98



Signature
Santa Cruz

Date

Executed in the County of

Shoreline Occupational Services a division of Goodwill Industries of Santa Cruz, Organization Monterey & San Luis Obispo Counties Inc.

94-1254638

Federal I.D. Number

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ASSURANCE OF COMPLIANCE

0186

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS*****Shoreline Occupational Services***
NAME OF VENDOR/RECIPIENT


HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 5 1 et seq., as amended; California Government Code Section 11135-1 1139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 2 1, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-1 1139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

Date 9-12-00


Director's Signature

350 ENCINATE STREET
SANTA CRUZ CA 95060
Address of Vendor/Recipient

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ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR PH GWSAN-4	DATE (MM/DD/YY) 09/08/00
PRODUCER Heffernan Petersen Ins Brokers 1981 North Broadway, Suite 215 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Goodwill Ind. of Santa Cruz, Monterey & San Luis Obispo et. 350 Encinal St. Santa Cruz CA 95060		INSURERS AFFORDING COVERAGE	
		INSURER A:	Fir-n's Fund -----I
		INSURER B:	State Fund
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZG80742935	09/09/99	09/09/00	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1588119-00	06/01/00	06/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1000000				
	E.L. DISEASE - EA EMPLOYEE \$ 1000000				
					E.L. DISEASE - POLICY LIMIT \$ 1000000
A	OTHER	MZ680742935	09/09/99	09/09/00	Limit \$ 100,000
	Crime Section Employee Dishonest				Ded. \$ 5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The County of Santa Cruz, its officials, employees, agents and volunteers are insured as additional insured as respects the operations and activities of, or on behalf of, the insured performed under Agreement with the County of Santa Cruz.

CERTIFICATE HOLDER County of Santa Cruz Workforce Investment Board Contract Analyst 1040 Emeline Street Santa Cruz CA 95060	Y ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION COUNT 31 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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ACORD INSURANCE BINDER		OP ID P H	DATE 09/12/00
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.			
PRODUCER Heffernen Petersen Ins Brokers 1981 North Broadway, Suite 215 Walnut Creek CA 94596		COMPANY Safcco Insurance	BINDER # 12287
PHONE (A/C, No, Ext): 925-934-8500 925-934-8273		DATE EFFECTIVE 09/09/00	EXPIRATION DATE 11/01/00
CODE: _____ sue CODE: _____		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # MZG80742935	TIME AM PM X 12:01 AM NOON
AGENCY CUSTOMER ID: GWSAN-4 INSURED Goodwill Industries of Santa Cruz, Inc. etal 350 Encinal St. Santa Cruz CA 95060		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) Location: 1 Building: 1 Per locations on file with company	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	BUILDING - BL BUSINESS PERS INCO	1000 1000		8881000 1269000 1940000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE			EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED EXP (My one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ 2000000
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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ W/C STATUTORY LIMITS E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$
SPECIAL CONDITIONS/ OTHER COVERAGES Pending issuance of the new policy. Assigned Policy #CP775298				

NAME & ADDRESS	
For Insured's Records	MORTGAGEE LOSS PAYEE ADDITIONAL INSURED LCRAN # AUTHORIZED REPRESENTATIVE

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ACORD INSURANCE BINDER		OP ID PH	DATE 09/12/00
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.			
PRODUCER PHONE (A/C, No, Ext): 925-934-8500 925-934-8278 Heffernan Petersen Ins Brokers 1981 North Broadway, Suite 215 Walnut Creek CA 94596		COMPANY Safcco Insurance	BINDER # 12289
CODE: AGENCY CUSTOMER ID: GWSAN-4 INSURED Goodwill Industries of Santa Cruz, Inc. etal 350 Encinal St. Santa Cruz CA 95060		SUB CODE: RETRO DATE FOR CLAIMS MADE	EFFECTIVE DATE: 09/09/00 TIME: AM EXPIRATION DATE: 11/01/00 TIME: NOCN X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # MZA80200858
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) Per vehicles on file with company			

COVERAGES	LIMITS
PROPERTY TYPE OF INSURANCE CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	DEDUCTIBLE COINS % AMOUNT
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input checked="" 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	COMBINED SINGLE LIMIT \$ 1 0 0 0 0 0 0 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ 5000 PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ 100000
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES <input checked="" type="checkbox"/> COLLISION: 1000 <input checked="" type="checkbox"/> OTHER THAN COL 1 0 0 0	<input checked="" type="checkbox"/> ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
CARAGE LIABILITY <input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MM	EACH OCCURRENCE 3 AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WC STATUTORY LIMITS E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/OTHER COVERAGES Pending issuance of the new policy. Assigned Policy #BA7775298	FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS For Insured's Records	MORTGAGEE LOSS PAYEE ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE
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ACORD INSURANCE BINDER		OP ID PH	DATE 09/08/00
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.			
PRODUCER Heffernan Petersen Ins Brokers 1981 North Broadway, Suite 215 Walnut Creek CA 94596	PHONE (A/C, No, Ext): 925-934-8500 925-934-8278	COMPANY Safeco Insurance	BINDER # 12296
AGENCY CUSTOMER ID: GWSAN-4		EXPIRATION DATE TIME 09/09/00 AM 11/01/00 X 12:01 AM NOON	
CC CODE: _____ SUB CODE: _____		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #	
INSURED Goodwill Industries of Santa Cruz, Inc. etal 350 Encinal St. Santa Cruz CA 95060		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUP	RETRO DATE FOR CLAIMS MADE: _____			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
ALL TO MOBILE 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				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
ALL TO PHYSICAL DAMAGE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL	DEDUCTIBLE _____ <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER _____
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY, EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: _____			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ IWC STATUTORY LIMITS EL EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$
SPECIAL CONDITIONS/ OTHER COVERAGES Professional Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate. Pending issuance of the policy. Assigned Policy #LP7775298				

NAME & ADDRESS

For Insured's Records	MORTGAGEE _____ LOSS PAYEE _____ ADDITIONAL INSURED _____ LOAN # _____ AUTHORIZED REPRESENTATIVE
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