



0065

# County of Santa Cruz

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## PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812

(831) 454-2150 FAX: (831) 454-3035

**JOHN P. RHOADS**  
CHIEF PROBATION OFFICER

November 29, 2001

Agenda: December 11, 2001

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California

### **APPROVE TRANSFER OF FUNDS FOR FIXED ASSET PURCHASES IN THE PROBATION DEPARTMENT'S CRIME PREVENTION ACT OF 2000 PROGRAM**

Dear Members of the Board:

Included in the Probation Department's approved budget for FY 2001-02 is \$935,737 in appropriations funded by **AB** 1913, the Schiff-Cardenas Crime Prevention Act of 2000 (CPA 2000). Funds for this program are to be used to implement research-based programs that will have a measurable impact on reducing recidivism, payment of restitution, completion of community service, and successful completion of probation for youth in the juvenile justice system. The Board of Corrections has announced that current year funds must be completely spent by June 30, 2002 or they will revert back to the State, and may jeopardize receipt of funds for future years.

Included in the Santa Cruz County expenditure plan was the addition of four new Probation Officers to provide community and neighborhood interventions and services throughout the county. Delays in program start-up and staff recruitment have created significant salary and operating costs savings, currently estimated at \$94,000, which can now be used to fund much needed fixed asset purchases that were not included in the original program expenditure plan, but will facilitate meeting program objectives.

These fixed assets include the purchase of three vehicles to meet the transportation needs of the Probation Officers who are expected to be involved in field activities for a significant portion of their workday, as well as the purchase of computer software that provides a research-validated risk, strength and needs screening and assessment instrument that assists Probation Officers in conducting comprehensive and effective interviews with clients, as well as developing appropriate individualized case plans.

The vehicles will be purchased through the General Services Fleet Services Division, and are requested to be "green" or flexible fuel vehicles.

Board of Supervisors Agenda: December 11, 2001  
Transfer of Funds for CPA 2000 Program  
Page 2

The requested computer software is known as "Kids on Track" and was developed by Allvest, Incorporated. A copy of the proposed agreement with Allvest is also attached to this letter. The County Information Services Department has reviewed and approved the purchase of this software.

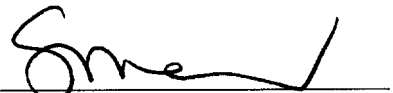
IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached AUD 74 Transfer Request, authorizing the transfer of \$94,200 from the Probation Index to Fixed Assets;
2. Approve the fixed asset purchase of three sedans with cage units for the Probation Department;
3. Approve the attached AUD 60 Resolution Accepting Unanticipated Revenue, prepared by the General Services Department for fixed asset purchase of the three vehicles; and
4. Approve the fixed asset purchase and authorize the Chief Probation Officer to sign an agreement with Allvest, Incorporated for the purchase of the "Kids on Track" screening and assessment software system.

Sincerely,

  
JOHN P. RHOADS  
Chief Probation Officer

RECOMMENDED:

  
SUSAN A. MAURIELLO  
County Administrative Officer

cc: County Administrative Office  
Probation  
General Services  
Information Services

**COUNTY OF SANTA CRUZ**  
REQUEST FOR TRANSFER OR REVISION  
OF BUDGET APPROPRIATIONS AND/OR FUNDS

0067

Department: Probation

Date: 11/28/01

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 19 2001

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
6			

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
TRANSFER	TO	0 2 1	574000	6100	66 000 .	Oper Trans Out
			574000	8410	28 200 .	Equipment
	FROM	0 2 2	574000	3100	60 000 .	Salaries
			574000	3665	34 200 .	Prof & Spec Services

Explanation: Transfer of funds for purchase of fixed assets, as a result of savings incurred in the CPA 2000 program, per attached Board letter.

Name: John P. Rhoads

Title: Chief Probation Officer

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by [Signature], Deputy Date 11/30/01

County Administrative Officer's Action: [Signature] Recommended to Board | | Approved | | Not Recommended or Approved

County Administrative Officer [Signature] Date \_\_\_\_\_

Stats of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
County of Santa Cruz } ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order  
duly entered in the minutes of said Board on

\_\_\_\_\_, 19\_\_\_\_, By \_\_\_\_\_, Deputy Clerk

(A-C)\* Desc: \_\_\_\_\_ Item: - Budget Transfer

Distribution:

White-Board of Supervisors  
Yellow-Auditor-Controller

BRD. NAME

AGENDA DATE

ITEM NO.

Green-County Administrative Officer  
Pink-Originating Department

Goldmod-Departmental Control Copy

A-C Review		

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from Probation Department  
\_\_\_\_\_ for Fleet vehicle purchase program; and

WHEREAS, the County is recipient of funds in the amount of \$ 66,000.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c) / 29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 66,000.00 into Department General Services Fleet Services Division

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	333500	2462	Operating Transfer In	\$66,000.00

and that such funds be and are hereby appropriated as follows:

<u>TIC</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	333500	8409		Mobile Equipment	\$66,000.00

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By [Signature]  
Department Head

Date 11-30-01

COUNTY ADMINISTRATIVE OFFICER

\_\_\_\_\_/ Recommended to Board

\_\_\_\_\_/ Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Henry A. Oberhelman III*  
County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

*Kaylar*  
\_\_\_\_\_  
Auditor-Controller

Distribution:

Auditor-Controller  
County Counsel  
County Administrative Officer  
Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd

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**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

0070

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

FROM: Probation (Dept.)  
John P. Rhoads (Signature) 11/28/01 (Date)

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 Probation Department (Agency)  
and Allvest Information Services, Inc. 2225 4th Ave, Mezzanine (Name & Address)  
Seattle Wa 98121
2. The agreement will provide purchase of "Kids on Track" needs and assessment tool  
software.
3. The agreement is needed to purchase software to assist in developing appropriate  
case plans for program participants
4. Period of the agreement is from July 1, 2001 to June 30, 2002
5. Anticipated cost is \$ \$28,194 (Fixed amount, Monthly rate; Not to exceed)
6. Remarks: \_\_\_\_\_
7. Appropriations are budgeted in 574000 (Index#) 8410 (Subobject)

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

Appropriations are available and have been encumbered. Contract No: 12661 Date 11/30/01  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Proposed 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). County Administrative Officer  
Remarks: \_\_\_\_\_  
\_\_\_\_\_  
(Analyst) By [Signature] Date 12/3/01  
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. • Gold/rod

\*To Orig. Dept. if rejected.

19

ADM - 29 (6/95)

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 duly entered  
in the minutes of said Board on \_\_\_\_\_  
County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

**THIS CONTRACT** is entered into this 1st day of July, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ALLVEST, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provision of a risk, strengths, and needs screening and assessment tool (computer software) created by Allvest, Inc. as detailed in the attached proposal.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$28,194 total compensation.

3. TERM. The term of this contract shall be: July 1, 2001 through June 30, 2002 or until terminated by one or the other party.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving **30** days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 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 Agreement, 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 Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of

this Agreement (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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) 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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_ / \_\_\_\_\_

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross- liability.

(4) Professional Liability Insurance in the minimum amount of \$ \_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_\_ / \_\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement 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 Agreement (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.



(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"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."

(3) 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:

Fred Nohr, Administrative Services Manager  
Santa Cruz County Probation Department  
Post Office Box 1812  
Santa Cruz, CA 95061

(4) 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 Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Fred Nohr, Administrative Services Manager  
Santa Cruz County Probation Department  
Post Office Box 1812  
Santa Cruz, CA 95061

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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. 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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.

(1) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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.

(2) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement 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.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project,

rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship.;and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Attachment - "Estimates for Santa Cruz County Probation" from Allvest, Inc.

13. INTEGRATED AGREEMENT: The undersigned agree and intend that this written contract is an integrated agreement and is a complete, exclusive and final embodiment of the terms of their entire agreement. This written contract supersedes any previous written or oral agreements between the parties, and any modifications must be made in writing and signed by all parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

Sean Hosman  
Allvest, Inc.

By: \_\_\_\_\_  
John P. Rhoads, Chief Probation Officer

Address: 2225 4<sup>th</sup> Avenue  
Seattle, Washington 98122

Telephone: (206) 442-5700

2. APPROVED AS TO INSURANCE:

By: \_\_\_\_\_  
**Risk** Management

3. APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
**Risk** Management  
Contractor

carey training.wpd/mns

**Estimates for for Santa Cruz County Probation  
Assessments.com License and Related Components  
October 3,2001**

To:  
Margaret Ann Schott  
Santa Cruz County Probation Department  
**PO Box 1812**  
Santa Cruz, CA 95061

From:  
Sean Hosman  
Assessments.com  
2225 4th Ave  
Seattle, WA 98122

Item	Description	Quantity	Price
Assessments.com License	For internal use	25 users	\$ 45,000
AdLib Sentinel	1 yr. Subscription		\$ 595
BarChart Applet	For Graphing		\$ 199
Installation of Software offsite/onsite	Seattle and Santa Cruz		\$ 1,000
One Day User Training	In Santa Cruz		\$ 1,000
Training/Installation Travel			\$ 1,000
Training/ InstallationFood/Lodging			\$ 400
BOT 3.1 Data Conversion			TBD
Customizations (2 forms as submitted 7/01)	Two Forms/Reports: Executive Summary and Case Plan		\$ 20,000
Maintenance & Technical Support			\$ 4,000
Sub Total			\$ 73,194
Discount (assumes purchase of Executive Summary and Case Plan)			-45,000
<b>Total</b>			<b>28,194</b>

In addition, you will need the following licenses for your server configuration. If your county already owns such licenses, please disregard these line items.

Additional Microsoft Licenses	Description	Quantity	Price
Microsoft SQL Server 2000 License	From Microsoft		TBD
Microsoft Windows 2000 Server	From Microsoft		TBD
Microsoft Windows and SQL Media	From Microsoft		TBD

**Assumptions & Requirements**

1. Functioning Ethernet LAN on Site at time of installation
2. Server in Seattle for testing and installation within two weeks of development start
3. Technical Assistance from Network Administrator for training and support while in Santa Cruz
4. Permanent analog dial up line on system for technical support
5. Pre development sign off of specific reporting requirements
6. Pre installation sign off of functioning of forms
7. \$15,000 payment at project commencement
8. Quote valid for 30 days

Form **W-9**  
(SUBSTITUTE)

**Request for Taxpayer  
Identification Number and Certification**

0078

Give this form to  
the requester. Do  
NOT send to IRS.

Please print or type	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)																					
	Business name (Sole proprietors see instructions on page 2)																					
	Address (number and street)	List account number(s) here (optional)																				
	City, state, and ZIP code																					
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN, below.  Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		<b>Part II For Payees Exempt From Backup Withholding (See instructions on page 2)</b>  Requester's name and address (optional)																				
Social security number <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> OR Employer identification number <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																						

**Certification.**—Under penalties of perjury, I certify that:

- 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
- 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.

**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 of underreporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, 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. (Also see Signing the Certification on page 2.)

Please check (only one) box in each column below that best describes your type of organization and the transaction for which we make payment to you:

**ORGANIZATION**

- Individual
- Partnership
- Trust/Estate
- Corporation
- Real Estate Agent
- Tax Exempt Organization
- Public Entity
- Other Organization (Specify) \_\_\_\_\_

**TRANSACTION**

- Medical & Health Care Service
- Other Service (Specify) \_\_\_\_\_
- Goods/Merchandise
- Freight
- Other Transaction (Specify) \_\_\_\_\_
- Rent (Space/Machinery)
- Interest

Please  
Sign  
Here

Taxpayer's  
Signature

Date