AGREEMENT [ADD description as desired]

I. INTRODUCTION

THIS AGREEMENT is entered into as of,	between	the
COUNTY OF TULARE, referred to as COUNTY, and ALTERNATIVE	SERVIC	ES,
Inc., a California Corporation, referred to as CONTRACTOR, with refer	erence to	the
following:		

II. <u>RECITALS</u>

- A. COUNTY desires to establish a residential drug/alcohol rehabilitation/treatment program for Tulare County Sheriffs inmates to be funded by a California Emergency Management Agency Grant previously awarded to the COUNTY.
- B. The Board of Supervisors of COUNTY has determined that the most effective way to establish the residential drug/alcohol rehabilitation/treatment program is through this Agreement with CONTRACTOR.
- C. CONTRACTOR is ready, willing and able to enter into this Agreement with COUNTY on the terms and conditions hereinafter set forth.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

- 1. **TERM:** This Agreement shall become effective as of <u>relations</u> and shall expire at 11:59 PM on <u>ferror 30 2011</u> 2010, unless otherwise terminated as provided in this Agreement. The COUNTY may renew this Agreement for One (1) additional year by giving CONTRACTOR written notice of its intent to so renew at least thirty (30) days prior to the end of the term or extended term. The parties will reconsider the financial provisions at the end of such term.
- 2. **SERVICES TO BE PERFORMED:** CONTRACTOR shall provide residential substance abuse rehabilitation and treatment services to Tulare County Sheriff's Department inmates, to include assessment, treatment planning, group and individual counseling, adult/life skills, education release planning and program evaluation to one male unit of inmates at the Men's Correctional Facility.

CONTRACTOR shall provide four (4) Full-Time Equivalent ("FTE") counselors under the supervisor and case management of a Program Director provided by CONTRACTOR in order to provide such services in a manner consistent with a Program as more particularly described in the "Scope of Services." (Exhibit A)

3. COSTS FOR SERVICES: The total cost for such services shall not exceed \$201,000 payable in arrears in 12 equal monthly installments upon presentation of invoices from CONTRACTOR presented to the COUNTY in from acceptable to the County Auditor, with a general statement describing the services provided.

IV. GENERAL TERMS

3. INDEPENDENT CONTRACTOR STATUS:

- (a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.
- (b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:
 - 1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
 - 2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
 - 3. Withhold state or federal income tax from payments to CONTRACTOR.
 - 4. Make disability insurance contributions on behalf of CONTRACTOR.
 - 5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- (c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.
- 4. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in

accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

- 5. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
- 6. **RECORDS AND AUDIT**: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. CONFLICT OF INTEREST:

- (a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.
- (b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.
- 8. INSURANCE: Prior to approval of this Agreement by COUNTY, CONTRACTOR

shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in **EXHIBIT** C attached.

9. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

10. TERMINATION:

- (a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.
- (b) <u>With Cause</u>: This Agreement may be terminated by either party should the other party:
 - (1) be adjudged a bankrupt, or
 - (2) become insolvent or have a receiver appointed, or
 - (3) make a general assignment for the benefit of creditors, or
 - (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

- (c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.
- (d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

11. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Sheriff 2404 W. Burrel Avenue Visalia, CA 93291 **Phone No.:**559-733-6218

Fax No.:559-730-2603

With A Copy To:

County Administrative Officer 2800 W. Burrel Avenue Visalia, CA 93291

CONTRACTOR:

Alternative Services, Inc. P. O. Box 1805
Porterville, CA 93258
Phone No.: 559-783-2402
Fax No.: 559-782-4681

- (b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.
- 12. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.
- 13. **DISPUTE RESOLUTION**: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 14. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

- 15. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
- 16. **HEADINGS**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
- 17.NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 18. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- 19. **EXHIBITS AND RECITALS**: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
- 21. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
- 22. **ASSURANCES OF NON-DISCRIMINATION**: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
 - (a) It is recognized that both the Contractor and the County have the responsibility

to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date:

BY

Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare

By

Deputy Clerk

CONTRACTOR

Alternative Services, Inc., a California Corporation

Date:

5/14/200

By

TITLE / []

Date:

5/14/2012

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TITLE_

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form

County Counsel

Ву

Deputy

Date /

Exhibit A Scope of Work

Staffing: Alternative Services will provide four qualified substance abuse counselors to deliver services to our inmates in the Residential Substance Abuse Treatment program. Services will be delivered 5 days a week from 7 a.m. – 4 p.m., in a therapeutic community model. The staff will attend regularly scheduled meetings with the Programs Manager for the Sheriff's Department.

Services to be provided:

<u>Initial Assessment/Treatment Planning</u> – process to determine individual needs, involve the inmate in the treatment team for planning, case management and personal responsibility for rehabilitation and recovery. This team approach will develop specific goals, objectives, quantifiable tasks, skills and timelines for measuring progress and insuring relevance to the process of growth/change.

<u>Case Management</u> – The arrangement of the treatment will be through a combination of skills/tasks which will be provided by professional, certified substance abuse counselors and supervised by the clinical director. These services will be based on the use of cognitive, affective, behavioral and social intervention specific to treating the chemically dependant criminal offender. The process will involve direct services ranging from individual and group counseling for substance abuse, sober living and recovery issues with random testing for monitoring to adult/life skills education.

Individual Counseling – This component will be provided by a primary counselor who will act to provide the individual inmate a guide to personalize the diverse segments of the developmental process of recovery. The treatment element brings together personal/group issues to facilitate early identification/management of the warning signs of relapse for both chemical dependency, criminal personality, and the unique barriers to change.

Aftercare Planning – One counselor will be assigned 20 hours a week to addressing the issues of planning for release. The counselor will work directly the inmate on individual basis as well as in a group setting, starting one month prior to release. The counselor will follow-up with the inmate, once released, for a period of 1 year to track their progress. Documentation of the referrals and status will be kept current.

<u>Statistical Data</u> – The counselors will record weekly in the case notes of the files the progress of the individual. Files will be kept current and accurate.

		LIABILITY INSURANCE	3/25/2010
	4495 FAX: (559)584-4516 TRANCE AGENCY INC	THIS CERTIFICATE IS ISSUED AS A MATTER ONLY AND CONFERS NO RIGHTS UPON HOLDER. THIS CERTIFICATE DOES NOT ALLIER THE COVERAGE AFFORDED BY THE	THE CERTIFICATE
Hanford Insuned	CA 93230	INSURERS AFFORDING COVERAGE	NAIC #
Alternative Serv 215 N "D" Street	rices Inc, DBA: and/or	INSURER B:	
Porterville	CA 93257	INSURER D.	
COVERAGES			

15 N "D" Street	INSURER B.	
	INSURER C	
orterville CA 93257	INSURER D.	
VERAGES	INSURER E:	
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRI POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY	THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTAN DID DTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED IBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU Y PAID CLAIMS.	
ADO'L TYPE OF INSURANCE POLICY NUMBER	POLICY EFFECTIVE POLICY EXPRATION PATE IMMODITY OF LIMITS	
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X COMMERCIAL BENERAL LIABILITY	DAMAGE TO RENTED TREMISES (Ea occurrence) \$ 100,	
X CLAMS MADE X DCCUR CP51159214	3/25/2010 3/25/2011 MED EXP (Any one person) \$ 5	
•	PERSONAL & ADV INJURY \$ 1,000	
	GENERAL AGGREGATE \$ 2,000	
GEN'L AGGREGATE LIMIT APPLIES PER	PRODUCTS - COMPIOR AGG \$ 2,000	
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AUTOMOBILE LIABILITY		
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HIRED AUTOS		
NON-OWNED AUTOS	BODILY INJURY (Per accident)	
	PROPERTY DAMAGE (Per accident)	
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ANY AUTO	OYHER THAN EA ACC \$	
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(Mandatory in NH) If wis, describe under	EL DISEAGE - EA EMPLOYEE \$	
SPECIAL PROVISIONS below	E.L. DISEASE - POUCY LIMIT S	
OTHER	,	
ECRPTION OF OPERATIONS LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY EN unty of Tulare its officers, agents, employees and sured per form attached CG 20 10 07 04, and incluse spects to the general liability.	DORDEMENT/SPECIAL PROVISIONS I volunteers individually and collectively are named as additioned as a	
RTIFICATE HOLDER	CANCELLATION	
•	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIR	
County of Tulare		
5957 South Mooney Blvd	ooney Blvd	
Visalia, CA 93277	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGE	
	REPRESENTATIVES.	
	AUTHORIZED REPRESENTATIVE	
	AUTHORIZED REPRESENTATIVE Stella Chaves	
CORD 25 (2009/01)		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULF

Name of Additional Insured Person(s) Or Oganization(s)	Location(s) of Covered Operations
COUNTY OF TULARE, its officers, agents, employees, and volunteers individually and collectively as Additional Insureds 5957 S. MOONEY BLVD. VISALIA, CA 93277	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by
 - 1. Your acts or omissions; or
 - The acts or omissions or those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above With respect to the insurance afforded to these additional insureds, the following additional exclusions apply.

This insurance does not apply to "bodity injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of 'your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

ISSUE DATE: 03-17-2010

GROUP:
POLICY NUMBER: 1901138-2010
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 01-01-2011
01-01-2010/01-01-2011

COUNTY OF TULARE BUILDING DEPT 5957 S MOONEY BLVD VISALIA CA #3277-#394

NE

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the Caufornia Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

Wis will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1800 - KONDA, ANN - EXCLUDED.

ENDORSEMENT #1800 - WHEAT, MEGAN BOARDMEM - EXCLUDED.

ENDORSEMENT #1600 - HUBBARD, MOIRA BOARDMEN - EXCLUDED.

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ENDORSEMENT #1600 - HOPKINS, MONIE BOARDMEN - EXCLUDED.

EMPLOYER

ALTERNATIVE SERVICES INC 215 N D ST PORTERVILLE CA 93257

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(BIT.NE)

PRINTED : 03-17-2010