

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2011 Consent Regular
 Ordinance Public Hearing

Department:
 Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
 Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to Approve: A Contract with the Jerome Golden Center for Behavioral Health, Inc. for \$132,968 to provide supportive housing services for homeless persons leaving the County jail for the term retroactive to August 1, 2011 through July 31, 2012.

SUMMARY:

On March 15, 2011 the BCC received and filed the Department of Children and Families grant for \$455,295 for the Criminal Justice, Mental Health and Substance Abuse Reinvestment Act Program for the period of July 1, 2010 through June 30, 2013; and approved a Memorandum of Understanding for Implementation Grant with the Department of Children and Families for the period of July 1, 2010 through June 30, 2013 to establish supportive housing for homeless leaving the County jail who are homeless with a mental health and substance abuse disorder with a focus for custodial parents. The Jerome Golden Center was selected to provide the services as a not for profit community mental health agency currently serving this population and utilizing the supportive housing model.


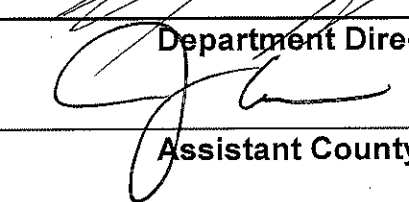
Jerome Golden Center employee Thomas McKissack, serves on a County Advisory Board, the Palm Beach County HIV Care Council. The HIV Care Council provides no regulation, oversight, management, or policy-setting recommendations regarding the referenced Jerome Golden Center contract. Disclosure of this contractual relationship at a duly noticed public meeting is being provided for Mr. McKissack in accordance with the provisions of Sect. 2-443, of the Code. Countywide (GB)

BACKGROUND AND JUSTIFICATION: Beginning in June 2008 the Palm Beach County Criminal Justice, Mental Health and Substance Abuse Planning Council worked on a one-year planning grant that was used to develop partnerships and strategies to identify and divert adults and juveniles with mental health and substance abuse issues out of the criminal justice system. Work to complete the Strategic Plan was funded by the Florida Reinvestment Act grant awarded by the Florida Department of Children and Families.

Under this grant program, the County's Criminal Justice, Mental Health and Substance Abuse (CJMHS) Planning Council completed a comprehensive strategic plan that included fifty-two (52) strategies. This project will address implementation of Palm Beach County's Criminal Justice, Mental Health and Substance Abuse Strategic Plan (2009), Intercept 4 and 5 (Re-entry and Community Supports), Strategy 14. Strategy 14 proposes to expand transitional and permanent housing so that homelessness is decreased and increased stability in the community occurs. This project seeks to provide for six supportive housing placements for homeless dual-diagnosed persons transitioning from the County Jail.

Attachments:

1. Original Contracts with Jerome Golden Center for Behavioral Health, Inc.(3)

Recommended by:		<u>9-2-11</u>
	Department Director	Date
Approved By:		<u>9/2/11</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>132,968</u>	_____	_____	_____	_____
External Revenues	<u><132,968></u>	_____	_____	_____	_____
Local Match (Cash)	_____	_____	_____	_____	_____
Local Match (In-kind)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 1507 Dept. 762 Unit 7689 Object 8201

Program Code _____ Program Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: *ms 8/17/11*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] *8/18/2011*
 OFMB *JB 8/17* *8/17/11*

[Signature] *8/22/11*
 Contract Dev. and Control
8-22-11 B. Sheell

B. Legal Sufficiency:

[Signature] *8/24/11*
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

BACKGROUND AND JUSTIFICATION: Beginning in June 2008 the Palm Beach County Criminal Justice, Mental Health and Substance Abuse Planning Council worked on a one-year planning grant that was used to develop partnerships and strategies to identify and divert adults and juveniles with mental health and substance abuse issues out of the criminal justice system. Work to complete the Strategic Plan was funded by the Florida Reinvestment Act grant awarded by the Florida Department of Children and Families.

Under this grant program, the County's Criminal Justice, Mental Health and Substance Abuse (CJMHS) Planning Council completed a comprehensive strategic plan that included fifty-two (52) strategies ranging in areas of: juvenile justice; law enforcement and emergency services; booking and initial appearance; jails and courts; community reentry and community corrections and community support. This project will address implementation of Palm Beach County's Criminal Justice, Mental Health and Substance Abuse Strategic Plan (2009), Intercept 4 and 5 (Re-entry and Community Supports), Strategy 14. Strategy 14 proposes to expand transitional and permanent housing so that homelessness is decreased and increased stability in the community occurs. This project seeks to provide for six supportive housing placements for homeless dual-diagnosed persons transitioning from the County Jail.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the Jerome Golden Center for Behavioral Health, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. is 59-1171320.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of supportive housing and dual-diagnosed treatment for mental health and substance abuse services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Becky Walker, telephone no. (561) 355-1739.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Barbaro Cordoves, telephone no. (561) 383-5836.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on August 1, 2011 and complete all services by July 31, 2012.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of one hundred thirty-two thousand, nine hundred sixty-eight dollars (\$132,968). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit A for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses are not permissible under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit A, Scope of Work, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S

review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a

primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- Palm Beach County
c/o Michael L.Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs,

whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach Code, Section 2-421 – 2-440 as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20. CONSULTANT'S PROGRAMMATIC REQUIREMENTS

The CONSULTANT agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor CONSULTANT to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic

standards designed to measure program efficiency and effectiveness. The CONSULTANT shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the CONSULTANT will complete and submit a "logic model form" that will identify the CONSULTANT'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the CONSULTANT complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CONSULTANT'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in Microsoft Word or Microsoft Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in Microsoft Word or Microsoft Excel format.

Copies of the required COUNTY forms have been supplied to the CONSULTANT as attachments to this Service Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 22 – NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 23 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

ATTN: Gentry Benjamin
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Linda De Piano, Ph.D., Chief Executive Officer
The Jerome Golden Center for Behavioral Health, Inc.
1041 45th Street
West Palm Beach, FL 33407-2415

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in

Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 30. NOTICES

The CONSULTANT, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the program and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission, the Palm Beach County Board of County Commissioners, and the State of Florida Department of Children and Families; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Karen Marcus, Chair

WITNESS:

CONSULTANT:

Rebecca Walker
Signature

Jerome Golden Center for
Behavioral Health, Inc.

Rebecca Walker
Name (type or print)

Linda De Piano

Linda De Piano, Ph.D.
Chief Executive Officer

Jenise Link
Signature

Jenise Link
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Michael L. Rodriguez
Executive Director,
Criminal Justice Commission

EXHIBIT "A"

Scope of Work

Scope of Work Pertaining to the Contract between the Jerome Golden Center for Behavioral Health, Inc. and the Board of County Commissioners of Palm Beach County

INTRODUCTION

This project will address implementation of Palm Beach County's Criminal Justice, Mental Health and Substance Abuse Strategic Plan (2009), Intercept 4 and 5 (Re-entry and Community Supports), Strategy 14. Strategy 14 proposes to expand transitional and permanent housing so that homelessness is decreased and increased stability in the community occurs. This project seeks to provide for six supportive housing placements for homeless dual-diagnosed persons transitioning from the County Jail.

Approach

This project proposes to provide a safe, stable living environment for individuals with mental illness and/or substance abuse disorders who have been recently released from jail with an emphasis on those who are custodial parents. The project will also provide linkages to mental health and/or substance abuse treatment and ancillary social services, such as benefits qualification, transportation, medical care, job training and placement and specialized support for pregnant women.

Purpose, Goals, and Objectives

Purpose: Further Palm Beach County's Strategic Plan by providing supportive housing placements.

Goal: Reduce re-entry into the criminal justice system by those with mental illness and/or substance abuse disorders.

Objective 1: Fund 6 supportive housing placements for homeless persons recently released from jail.

Objective 2: Provide substance abuse and/or mental health treatment to program participants

Objective 3: Provide benefits qualification and ancillary social services for program participants

Benchmark: Recidivism of 20% or less.

Benchmark: 75% of those individuals who are employable will be employed, seeking employment, or enrolled in an educational/vocational program.

Benchmark: 55% of those who are housed at least 60 days will have an increase in income linked to entitlements and or government benefits or through employment.

Benchmark: 75% of individuals who are housed at least 60 days will exhibit a reduction in utilization of deep-end/acute mental health/substance abuse/criminal justice facilities for 1 year.

Progress Reports:

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the project objectives. CONSULTANT will prepare progress reports which summarize all Agreement activities conducted by CONSULTANT for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated drawbacks. Each progress report is due to the Criminal Justice Commission, project manager, Becky Walker at BWalker@pbcgov.org or 301 N. Olive Ave., Suite 1001, West Palm Beach, FL 33401 within **fifteen (15)** days of the first of each month.

Evaluation/Data Collection

CONSULTANT will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the project.

CONSULTANT will collect and provide the following data on a monthly basis for each project client that they serve:

Demographic Data

Participant Name

Release Date

Time Served (In Months)

Age

Race

Gender

City Returning to

Risk Level (LSI-r Score)
Custodial parent (yes/no)

Amount of Funds Used For

Transitional Housing
Substance Abuse Treatment Services
Mental Health Treatment Services
Nursing (LPN) services
Bus Passes
Clothing
Obtaining Driver's Licenses
Case Management Hours
Employment Services
ID's and Other Official Documents
In-Kind Costs

Performance Measurement Tool Requirements

Program Exit Date
Successful or Unsuccessful Exit
Unsuccessful Exit Reason
Number that Obtained Employment
Number that kept employment 6 months
Number that have Child Support required
Number that paid Child Support
Number that have benefits reinstated or established
Number that have been re-arrested within 6 months to 3 years

PLANNING ACTIVITIES:

Timeline: 08/1/2011 to 07/31/2012

- 1) Provide project oversight.
- 2) Attend Logic model training by Criminal Justice Commission.
- 3) Submit project Logic Model.
- 4) Create project standard operating procedures.
- 5) Create subcontracts if needed with in-kind service providers.
- 6) Coordinate project team members orientation.
- 7) Provide office space for case manager.
- 8) Hold a project orientation for case manager, treatment providers, and reentry staff.
- 9) Coordinate housing for six apartments for use in the project.

- 10) Coordinate project participants entry to program.
- 11) Provide housing services for project participants in six housing units.
- 12) Provide services to project participants for the following: substance abuse, mental health, nursing, employment services, clothing, birth certificates, bus passes, driver's licenses.
- 13) Provide project update to the Criminal Justice, Mental Health and Substance Abuse Planning Council and Criminal Justice Commission as needed.
- 14) Compile and submit grant reporting data.
- 15) Provide necessary data to program evaluators.

BUDGET:

Expenses	Year 1
1. Service Activity: Case Management. Quantity- 0.5 FTE (salary + Fringe benefits and 3% increase after the first year of employment)	\$20,966.00
2. Service Activity: Rent. Quantity - 3 2/1 apartments and 3 1/1 apartments	\$48,600.00
3. Service Activity: Moving cost. Quantity- first and last	\$15,000
4. Service Activity: Clients utilities. Quantity- 3 apartments x \$150/ month; 3 apartments x \$100/ month	\$7,800.00
5. Service Activity: Clothing, Birth Certificates, State ID's and driver's license, Bus Passes: Clients will receive assistance in obtaining these items.	\$1,000.00
6. Service Activity: Staff Mileage. \$0.445 x 25 miles per day x 266 days per year	\$2,959.00
7. Service Activity: Psychiatric Services. Quantity – 0.1 FTE or 4 hours per week (partially provided in-kind)	\$5,000.00
8. Service Activity: Substance abuse treatment. Quantity- 200 hours of group therapy per year; 110 hours of individual therapy per year and 60 days of detox per year.	\$5,000.00

9. Service Activity: LPN. Quantity- 0.5 FTE	\$17,000.00
10. Service Activity: Furniture	\$7,643.00
11. Service Activity: Office supplies. Quantity – \$800 per year	\$800.00
12. Service Activity: Pest Control for client apartments	\$1,200.00
Total	\$132,968.00

Deliverables:

- 1) Provide project oversight. Create project standard operating procedures.
- 2) Provide 6 supportive housing placements for homeless persons recently released from jail including provisions for furniture, utilities and pest control.
- 3) Provide case management services to program participants.
- 4) Provide reentry services to program participants.
- 5) Provide substance abuse and/or mental health treatment to program participants.
- 6) Provide benefits qualification and ancillary social services for program participants.
- 7) Provide employment services to program participants.
- 8) Provide progress reports to the Criminal Justice Commission monthly.
- 9) Provide grant reporting data and evaluation data to the Criminal Justice Commission.
- 10) Provide updates to the Criminal Justice, Mental Health and Substance Abuse Planning Council and the Criminal Justice Commission as needed.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LE

DATE (MM/DD/YYYY)
06/29/11

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

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

PRODUCER 386-252-9601 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Julie Young		CONTACT NAME: PHONE (A/C No, Ext): 386-239-5729 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: OAKWO-2														
INSURED THE JEROME GOLDEN CENTER FOR BEHAVIORAL HEALTH, INC. 1041 45TH ST WEST PALM BEACH, FL 33407		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Mental Health Risk Retention</td> <td>44237</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Cas & Surety Co of</td> <td>19038</td> </tr> <tr> <td>INSURER D : Scottsdale Ins Co</td> <td>41297</td> </tr> <tr> <td>INSURER E : FHM</td> <td>10699</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mental Health Risk Retention	44237	INSURER B : Travelers Indemnity Of Amer	25666	INSURER C : Travelers Cas & Surety Co of	19038	INSURER D : Scottsdale Ins Co	41297	INSURER E : FHM	10699	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Mental Health Risk Retention	44237															
INSURER B : Travelers Indemnity Of Amer	25666															
INSURER C : Travelers Cas & Surety Co of	19038															
INSURER D : Scottsdale Ins Co	41297															
INSURER E : FHM	10699															
INSURER F :																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

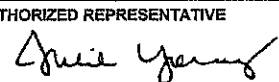
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		CCL0001914	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB			\$1MIL/\$3MIL	07/01/11	07/01/12	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						PRODUCTS - COMP/OP AGG \$ 3,000,000
							EMPL BENE \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA8307X606	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" 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) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
<input checked="" type="checkbox"/> COMP DED \$1,000	\$						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC30600205852011A	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIM EMPL DISHONES			104953086	07/01/11	07/01/12	LIMIT 400,000
D	D & O LIABILITY			OPS0057890	07/01/11	07/01/12	D&O LIMIT 5,000,000

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE LISTED AS AN ADDITIONAL INSURED TO THE GENERAL LIABILITY COVERAGE IN RESPECTS TO THE NAMED INSURED OPERATIONS.

CERTIFICATE HOLDER**CANCELLATION**

PALMBC4 PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION MICHAEL RODRIGUEZ, EXEC DIR 301 N OLIVE AVE SUITE 1001 WEST PALM BEACH, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.