

**AGREEMENT FOR
NON-PROFIT AGENCY SERVICES**

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Centerstone of Florida, Inc., f/k/a Manatee Glens Corporation, a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2015.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Agency is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged or at risk residents of Manatee County, Florida; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Agency to provide funding for the "Program" of services, as further defined herein, to be provided by the Agency to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" - Program Description**
- Attachment "B" - Payments**
- Attachment "C" - Special Conditions**
- Attachment "D" - Insurance Certificate**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the Provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Agency shall be paid by County an amount not to exceed \$774,104 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one year, commencing on October 1, 2015 and ending on September 30, 2016 The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

ii. This Agreement may be renewed by written amendment for one (1) additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) if executed prior to October 1, 2015, is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2015/16 County fiscal year to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2015, this Agreement shall be of no effect.

ARTICLE 5: TERMINATION.

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

iii. In the event that this Agreement encompasses multiple programs (Attachment A1, A2 etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Agency: CENTERSTONE OF FLORIDA, INC.
ATTN: PRESIDENT/CEO
P.O. BOX 9478
BRADENTON, FLORIDA 34206

If by hand delivery: 391 6TH AVENUE WEST
BRADENTON, FLORIDA 34205

If mailed to County: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
ATTN: DIRECTOR
P. O. BOX 1000
BRADENTON, FL 34206

If by hand delivery: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
1112 MANATEE AVENUE WEST
SUITE 303
BRADENTON, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Agency shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, Agency shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida. The submission of an audit by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

iv. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by Agency to County as requested.

B: PUBLIC RECORDS. By accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Agency covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

E: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, Agency agrees that the Program shall be provided by volunteers or employees of Agency, and not by subcontractors (except as authorized in Section 7 of the Special Conditions). Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

G: NON-ASSIGNABILITY. Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

H: AGENCY'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

I: AGENCY'S DIRECTORS. Agency's paid staff shall not be a voting or elected member of the Agency's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Community Services Department may serve on Agency's governing board.

J: OTHER OBLIGATIONS OF AGENCY.

i. Agency shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's Representative.

ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. The funds paid to Agency by County are not for the benefit of any individual but are provided to assist Agency in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Agency's cost of providing the Programs, are provided to apportion payment to Agency and represent the minimum level of service Agency must provide during the term of this Agreement.

iv. Payment of County funds for this program is for the actual expenses associated with the Program. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto.

vi. Agency shall maintain all Board of Director's minutes, and any referenced financial, staff and other committee reports, and shall make available upon request by County Representative.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- A. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- B. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Community Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the County's representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

ARTICLE 17: WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

ARTICLE 18: GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

ARTICLE 19: REMEDIES. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

ARTICLE 20: ATTORNEYS FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above.

ARTICLE 22: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, effective as of the date set forth above.

WITNESSES:

Sign Name: Debbie Marguis
Print Name: Debbie Marguis
Sign Name: Darla J Brahnman
Print Name: Darla J Brahnman

AGENCY
By: Mary Ruiz
Print Name: Mary Ruiz
Title: CEO
Phone Number: 941-782-4299

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

Date of Execution: _____

**ATTACHMENT A1
PROGRAM DESCRIPTION**

**CENTERSTONE OF FLORIDA, INC.
BAKER ACT YOUTH**

1. **PROGRAM DESCRIPTION:**
 - a. Agency shall provide Baker Act Youth services pursuant to Florida Statute, Chapter 394 Part I (Baker Act), to individuals who are in acute psychiatric distress and have been determined to be a threat to themselves or others, hereinafter "program".

2. **TARGET POPULATION:**
 - a. This program shall serve Manatee County Residents 4 through 17 years of age, hereinafter "client".

3. **LOCATION/HOURS OF SERVICE:**
 - a. Services will be provided at the following location(s):
 - i. Centerstone Hospital and Addiction Center
2020 26th Avenue East, Bradenton, FL

 - b. The Program will be provided at the following time(s):
 - i. 24 hours per day, seven days a week, including holidays for the duration of this agreement.

4. **SERVICES:**
 - a. Program shall provide one or more of the following to the client:
 - i. Inpatient crisis stabilization in a secure environment.
 - ii. Evaluations for treatment.
 - iii. Medication services.
 - iv. Therapy services to include individual, family, and group settings.

5. **PROGRAM QUALIFICATIONS:**
 - a. Agency shall meet the following requirements for the listed services:
 - i. Baker Act Youth Services
 1. Agency shall maintain status as a Baker Act Receiving Facility for the duration of this agreement.
 2. Program shall be in compliance with the rules and regulations adopted by the State of Florida, Agency for Health Care Administration.

 - b. Staff providing services to the client require one or all of the following:
 - i. Baker Act Youth Services
 1. Licensed and Master's level therapist provide therapy services.
 2. Child psychiatrists (MD/DO) provide on-going evaluation and prescriptions.
 3. Psychiatric Residents (DO) provide physical assessments.
 4. Nurses (RN/LPN) administer medication as prescribed by psychiatrists.
 5. Behavioral health technicians provide supervision to ensure the safety of all youth in the program.
 6. Licensed psychologists provide psychological testing.

6. **UNIT OF SERVICE:** A unit of service shall be defined as one day of program operation where services were provided in accordance with Attachment A.

**ATTACHMENT B1
PAYMENTS**

**CENTERSTONE OF FLORIDA, INC.
BAKER ACT YOUTH**

Agency shall be paid by the County an amount not to exceed \$130,441 for the program as specified below:

1. Agency shall provide 366 units of service, during the term of the Agreement.
2. Agency shall be paid by the County in the amount of \$356.40 for each unit of service provided in accordance with Article 1, Attachment A1 and documented in accordance with Attachment C.
3. Agency shall be paid monthly in advance pursuant to Section 394.76 (10) of the Florida Statutes.
 - a. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$ 10,870	April	\$ 76,090
November	\$ 21,740	May	\$ 86,960
December	\$ 32,610	June	\$ 97,830
January	\$ 43,480	July	\$108,700
February	\$ 54,350	August	\$119,570
March	\$ 65,220	September	\$130,441

4. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Community Services Department, the Clerk of the Courts has 45 days to process the payment.
5. Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.

**ATTACHMENT B1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENCY PAYMENT REQUEST**

NON-PROFIT AGENCIES

AGENCY: Centerstone of Florida, Inc.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

PROJECT NUMBER: 104-0015002

PROGRAM: Baker Act Youth

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: Agency Payment Request

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$130,441	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$356.40	366				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Agreement Attachment C: Special Conditions.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: _____ DATE: _____

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

HSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT A2
PROGRAM DESCRIPTION**

**CENTERSTONE OF FLORIDA, INC.
CHILDREN'S COMMUNITY ACTION TEAM (CAT)**

1. PROGRAM DESCRIPTION:
 - a. Agency shall provide a CAT team of professionals that provide multiple levels of mental health outpatient services to individuals who have a diagnosed mental health disorder and/or co-occurring substance abuse disorder that place them at risk of an out of home placement, hereinafter, "program".
2. TARGET POPULATION:
 - a. This program shall serve Manatee County Residents ages 5-17 and their families, hereinafter, "client".
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. Main office - 365 6th Ave. West, Bradenton, FL- by appointment
 - ii. Various community locations as needed by the client
 - b. The Program will be provided at the following time(s):
 - i. Monday-Friday 8:30 am to 5:00 pm – by appointment
 - ii. Crisis support for clients as needed 24/7
4. SERVICES:
 - a. Program shall provide one or more of the following to the client:
 - i. Individual and family therapy - provided by a Licensed Mental Health Counselor/Team Leader who oversees the daily activities to ensure quality services and two other Master Level Counselors
 - ii. Case management and Mentoring support - provided by a Bachelor's Level case manager/mentor
 - iii. Psychiatric evaluation - provided by a Child Psychiatrist
 - iv. Nursing assessment, medication compliance, education and medical coordination - provided by a Licensed Practical Nurse
 - v. Medication management - provided by a Child Psychiatrist
 - vi. Effective parenting skills education - provided by trained Mentor
 - vii. Face to face crisis support - provided by a trained Mentor
 - viii. Tutoring - provided by a trained Mentor
 - ix. Family respite - provided by a trained Mentor
5. PROGRAM QUALIFICATIONS:
 - a. Agency shall meet the following requirements for the listed services:
 - i. Counseling
 1. Upon written request by County Representative, agency shall provide a copy of their letter of accreditation from one of the following: C.O.A. (Council of Accreditation), C.A.R.F. (Commission on Accreditation for Rehabilitative Facilities) or J.C.A.H.O. (Joint Commission on Accreditation of Healthcare Organizations) and/or Program shall be evaluated based on compliance with the Manatee County Government Children's Services Counseling Standards. Agency agrees to make available for review any documentation used in the accreditation process as requested by County Representative (See Attachment E)
6. UNIT OF SERVICE: A unit of service shall be defined as one day of program operation where services were provided in accordance with Attachment A.

**ATTACHMENT B2
PAYMENTS**

**CENTERSTONE OF FLORIDA, INC.
CHILDREN'S COMMUNITY ACTION TEAM (CAT)**

Agency shall be paid by the County an amount not to exceed \$543,916 for the program as specified below:

1. Agency shall provide 366 units of service, during the term of the Agreement.
2. Agency shall be paid by the County in the amount of \$1,486.11 for each unit of service provided in accordance with Article 1, Attachment A2 and documented in accordance with Attachment C.
3. Agency shall be paid monthly for the actual number of units of service it has provided.
4. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Community Services Department, the Clerk of the Courts has 45 days to process the payment.
5. Within fifteen calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen day period.

**ATTACHMENT B2
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENCY PAYMENT REQUEST**

NON-PROFIT AGENCIES

AGENCY: Centerstone of Florida, Inc.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

PROJECT NUMBER: 104-0015002

PROGRAM: Children's Community Action Team (CAT)

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: Agency Payment Request

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$543,916	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$1,486.11	366				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Agreement Attachment C: Special Conditions.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: _____ DATE: _____

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

HSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT A3
PROGRAM DESCRIPTION**

**CENTERSTONE OF FLORIDA, INC.
RAPE CRISIS CHLD ADVOCACY AND THERAPY**

1. PROGRAM DESCRIPTION:
 - a. Agency shall provide victim advocacy and therapy services to child victims of sexual assault, hereinafter, "program".

2. TARGET POPULATION:
 - a. This program shall serve Manatee County Residents ages 0-17 and their families, hereinafter, "client".

3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. 383 6th Ave. W., Bradenton, FL – office
 - ii. Other community locations as necessary such as law enforcement agencies, local hospitals, victims' homes.
 - b. The Program will be provided at the following time(s):
 - i. Regular office hours Monday – Friday 8:30 am to 5 pm
 - ii. Advocacy services 24/7
 - iii. On-call crisis hotline 24/7

4. SERVICES:
 - a. Program shall provide one or more of the following to the client:
 - i. 24/7 Hotline services that offer crisis support, advocacy and crisis stabilization.
 1. Provided by certified trained victim advocates and therapists.
 - ii. Assists the victim and families in understanding their rights and available services, and referrals to other services needed for additional support.
 1. Provided by certified trained victim advocates and therapists.
 - iii. Accompaniment during forensic exams, to all law enforcement interviews, all court related interviews including pre-filing interviews, depositions, hearings, trials, and crisis support at crime scenes.
 1. Provided by certified trained victim advocates and therapists.
 - iv. Assistance in filing victim compensation claims.
 1. Provided by certified trained victim advocates and therapists.
 - v. After initial crisis stabilization and support, individual and family therapy provided according to individual assessment.
 1. Provided by certified trained therapists.
 - vi. Group therapy to clients deemed clinically ready to participate in peer interaction.
 1. Provided by certified trained therapists.
 - vii. Limited case management and care coordination with other agencies and providers.
 1. Provided by certified trained victim advocates and therapists.

5. PROGRAM QUALIFICATIONS:
 - a. Agency shall meet the following requirements for the listed services:
 - i. Service: Counseling
 1. Program shall provide upon written request by County representative, a copy of their letter of accreditation from one of the following: C.O.A. (Council of Accreditation), C.A.R.F. (Commission on Accreditation for Rehabilitative Facilities) or J.C.A.H.O. (Joint Commission on Accreditation of Healthcare Organizations) and/or Program shall be evaluated based on compliance with the Manatee County Government Children's Services Counseling Standards. Agency agrees to make available for review any documentation used in the accreditation process as requested by County Representative. (See Attachment E)
 - b. Staff providing services to clients require one or all of the following:
 - i. Licensed Mental Health Counselor with special training in trauma and rape/sexual assault who provides the supervision for victim advocates, and therapists

- ii. Certified victim advocates and therapists with 40 hours of training provided by the Florida Council Against Sexual Violence and 40 hours of training provided by the Office of Attorney General which provided the certification as a Victim's Service Practitioner.
- 6. UNIT OF SERVICE: A unit of service shall be defined as one day of program operation where services were provided in accordance with Attachment A.

**ATTACHMENT B3
PAYMENTS**

**CENTERSTONE OF FLORIDA, INC.
RAPE CRISIS CHILD ADVOCACY AND THERAPY**

Agency shall be paid by the County an amount not to exceed \$99,747 for the program as specified below:

1. Agency shall provide 366 units of service, during the term of the Agreement.
2. Agency shall be paid by the County in the amount of \$272.54 for each unit of service provided in accordance with Article 1, Attachment A and documented in accordance with Attachment C.
3. Agency shall be paid monthly for the actual number of units of service it has provided.
4. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Community Services Department, the Clerk of the Courts has 45 days to process the payment.
5. Within fifteen calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen day period.

**ATTACHMENT B3
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENCY PAYMENT REQUEST**

NON-PROFIT AGENCIES

AGENCY: Centerstone of Florida, Inc.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

PROJECT NUMBER: 104-0015002

PROGRAM: Rape Crisis Child Advocacy and Therapy

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: Agency Payment Request

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$99,747	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$272.54	366				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Agreement Attachment C: Special Conditions.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: _____ DATE: _____

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

HSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**CENTERSTONE OF FLORIDA, INC.
BAKER ACT YOUTH
CHILDREN'S COMMUNITY ACTION TEAM (CAT)
RAPE CRISIS CHILD ADVOCACY AND THERAPY**

1. Agreement Deliverables: The Agency shall submit the following documents:

Please note that failure to submit any document as required shall result in payment processing being delayed until the Agency is in compliance with the agreement.

- a. Agency shall provide each month with their payment request:
 - i. Three copies of the following information from the reporting period on the Unit Tracking Form as approved by the County Representative to include:
 - 1. Baker Act Youth requirements:
 - a. Title of program
 - b. Month and year service provided
 - c. Dates of service
 - d. Number of clients served each day
 - 2. Children's Community Action Team (CAT) requirements:
 - a. Title of program
 - b. Month and year service provided
 - c. Dates of service
 - d. Number of clients served each day
 - 3. Rape Crisis Child Advocacy and Therapy requirements:
 - a. Title of program
 - b. Month and year service provided
 - c. Dates of service
 - d. Breakdown of services provided
 - e. Number of clients served each day
 - f. On-call staff roster with dates of service
 - ii. One copy of the following information from the reporting period:

Monthly Reports		
	Title	Requirement/Description
1.	Anticipated Difficulties	Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
2.	Board of Director Changes	Agency shall report changes in the composition of Agency's Board of Directors.
3.	Direct Program Staff	Agency shall list all direct program staff
4.	Changes in Staff	Agency shall report changes in staff from Agency's proposal for funding during the contract term. (Include staff vacancies or changes which affect the Program).

b. Agency shall submit the following reports quarterly through ODM and retain verification on site for review upon request by the County:

Quarterly Report Due Dates				
	Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)
	Due: Jan 30, 2015	Due: Apr 30, 2015	Due: Jul 30, 2015	Due: Oct 30, 2015
	Title	Requirement/Description		
i.	Program Quarterly Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii.	Quarterly Program Funding Report	Agency shall pursue additional funding options during the term of this Agreement and report quarterly any alternative funding sources which the agency has applied for and the results of said application.		

iii	Quarterly Outcomes Report Form	Agency shall track and report program outcome results for the clients served for the quarter.
iv.	Quarterly Children's Services Client Demographics Report	Agency shall provide a report on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.

c. Agency shall submit the following documentation as indicated:

Other Documents Required		
Title	Requirement/Description	
i.	Insurance	1. Agency shall submit Commercial General Liability insurance in accordance with Article 9. 2. Agency shall submit Professional Liability Coverage insurance in accordance with Article 9. 3. Agency shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible. In accordance with Article 9.
ii.	Financial Audit	1. Financial audits shall be submitted in accordance with Article 7, A, iii.
iii.	Authorized Representatives	An Authorized Representative letter (listed by position) shall be submitted within 30 days of execution in accordance with Article 7, H.
iv.	Release of Information	Must be submitted and approved annually by the county representative.
v.	Licenses	Licenses shall be submitted upon receipt in accordance with Article 7, D.

2. Agency shall maintain program files and/or individual client files documenting services provided.
 - a. County's Representative shall have the option of reviewing the contents of the files.
 - b. Agency shall have the following information available during all site visits:

Site Visit Documentation:		
Title	Requirement/Description	
i.	Client ID	Agency shall use a consistent method for identifying clients which meets the HIPAA requirements in Attachment C, 5.
ii.	Release of Information	Agency shall present a signed Release of Information prior to any information being reviewed. See Attachment C, 4.
iii.	Residency Verification	1. Client residential addresses with zip codes. a. P.O. Boxes are not considered a residential address.
iv.	Program Services Documentation	1. Documentation to verify client's birthdate 2. Daily census report for verification of number of clients served on day reported. 3. Admission forms needed for client assessment and participation 4. Progress/case notes to include: a. Dates and beginning and ending times of service b. Type of service provided c. Treatment plan (therapy) d. Service plan (advocacy) 5. Daily Service Report listing staff providing services on dates reviewed

3. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.
 - a. County's Representative shall have the authority to approve the final format of requested information.
4. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form.
 - a. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's Representative may request access to any or all Agency records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes.
 - b. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.

- c. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use.
 - d. County's Representative may waive this requirement for group educational and similar programs.
5. **Health Insurance Portability and Accountability Act (HIPAA):** To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity therewith, Agency shall:
- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
 - d. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
 - e. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
 - f. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
 - g. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
 - h. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
 - i. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
 - j. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
 - k. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.
6. Notwithstanding the provisions of Article 7, Paragraph F, Agency may retain subcontractors to provide the services described in Attachment A, provided:
- a. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
 - b. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - c. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract.
 - d. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
 - e. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.
7. The indemnity provided by Agency under Article 8, Indemnification, shall not apply to the following:
- a. To any settlement agreement entered into by County without the written consent of Agency;
 - b. To any claim, injury, suit or liability to the extent that such claim, injury, suit or liability arises out of the action or obligations of Manatee County, its employees or agents; or
 - c. To any claim or expense of attorney or other professional fees incurred due to County's retaining separate counsel, in addition to counsel provided by Agency, provided that County has approved counsel provided by Agency and provided that a conflict of interest between Agency and County would not require representation by separate counsel.

**ATTACHMENT D
INSURANCE**

**CENTERSTONE OF FLORIDA, INC.
BAKER ACT YOUTH**

ACORD™		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 2/27/15		
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF INSURANCE. THIS CERTIFICATE IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE POLICY BINDER. THIS CERTIFICATE DOES NOT EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BINDER. THIS CERTIFICATE IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE POLICY BINDER. THIS CERTIFICATE DOES NOT EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BINDER. THIS CERTIFICATE IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE POLICY BINDER.</small>								
<small>IMPORTANT: If the certificate holder is an individual, the certificate may be voidable if the individual is not the named insured. If the certificate holder is not the named insured, the certificate may be voidable if the insured is not the certificate holder. If the certificate holder is not the named insured, the certificate may be voidable if the insured is not the certificate holder.</small>								
PRODUCER NISLEY ASSOCIATES 103 Edenkover Parkway, Suite 101 Rosemead, MI 48068 (973) 830-8500			CONTACT NAME: _____ PHONE: _____ FAX: _____ (A/C No. Ext.): _____ (A/C No.): _____ E MAIL: _____ ADDRESS: _____					
INSURED Manatee Glens Corporation 391 5th Avenue West Bradenton, FL 34205			INSURERS AT RISK FOR THIS COVERAGE: INSURER A: Mental Health and Behavioral Group INSURER B: Statewide Insurance Company INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____					
COVERAGES			CERTIFICATE NUMBER:		REVISION NUMBER:			
<small>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.</small>								
NR	LTR	TYPE OF INSURANCE	ACGL	USD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> HOUSING AND OCCASIONAL <input type="checkbox"/> _____ GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> PERIOD <input type="checkbox"/> PER EVENT <input type="checkbox"/> PER ACC.	<input type="checkbox"/>	<input type="checkbox"/>	CLL0002167	02/10/2015	02/10/2016	EACH OCCURRENCE \$ 1,000,000 ANNUAL PER POLICY LTD. \$ 2,000,000 MEDICAL EXPENSES \$ 5,000 PERSONAL & ADJ. \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMM OR AGG \$ 1,000,000 _____ SCORPED SINGLE UNIT \$ _____ HOURLY FEES (per hour) \$ _____ DAILY FEES (per day) \$ _____ PROPERTY DAMAGE \$ _____ _____ _____
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/>				
B		<input type="checkbox"/> IMPERIAL AD <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LAD <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> LDC <input type="checkbox"/> RETENTIONS	<input type="checkbox"/>	<input type="checkbox"/>	XL50095932	02/10/2015	03/10/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 _____ <input type="checkbox"/> THE ABOVE LIMITS <input type="checkbox"/> EACH ACCIDENT <input type="checkbox"/> EACH OCCUR - EACH <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> PER CASE - PER OCCUR
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY (FILE NUMBER EXCLUDED?) (NON-RESIDENTIAL?) (EXCEPTION OF COVERSAGES FROM)	4A	L1				
A		Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	CLL0002167	02/10/2015	02/10/2016	1,000,000 Each Claim 3,000,000 Agg. Limit
<small>DESCRIPTION OF OPERATIONS (LOCAL DRIVERS LICENSES) Attach ACORD 107, All Total Remarks, Schedule Form 0202 (12/02/04)</small>								
Certificate Holder is added as Additional Insured under General Liability, but only with respects to operations of the Named Insured								
CERTIFICATE HOLDER Manatee County Government, Manatee County, A Political Subdivision of the State of Florida 1112 Manatee Avenue W Bradenton, FL 34205					CANCELLATION 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: <i>Richard Brown</i>			

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