

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: **September 09, 2008**     **Consent**     **Regular**  
    **Ordinance**     **Public Hearing**

**Department**

Submitted By: Community Services

Submitted For: Human Services Division

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**I. EXECUTIVE BRIEF**

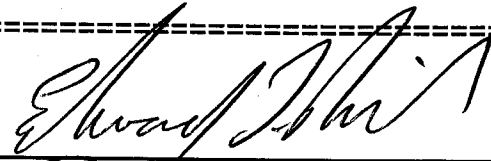
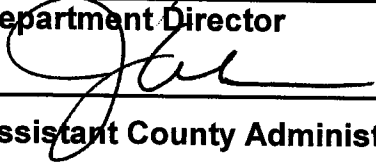
**Motion and Title:** Staff recommends motion to approve: Contract with The Lord's Place, for the period of October 1, 2008, through September 30, 2009, in an amount not-to-exceed \$63,000, for support services to homeless persons.

**Summary:** The Lord's Place will provide supportive services to a maximum of 78 homeless individuals in an effort to reduce recidivism of single, chronic homeless males through Operation Jump Start. The project's objective is to reduce the "revolving door" syndrome of chronic homeless males by extending emergency shelter from 30 to 60 days; educating and motivating participants towards change that will create self-sufficiency through an intensive day program; and evaluating the effectiveness of a low demand program in engaging and creating change in the chronic homeless population. Case management services are a vital link to meet the needs of the homeless individual to overcome the numerous barriers that have led to their homelessness. A total of \$63,000 in County funds is included in the FY 2009 budget. County obligations under this contract are subject to budget approval. (Human Services) Countywide (TKF)

**Background and Justification:** The Lord's Place has partnered with the County in the provision of services to the homeless through Operation Jump Start, a low-demand "harm reduction" model identified by Housing and Urban Development as a Best Practice to serve the chronic homeless. This contract continues the funding for case management services which has been renewed annually since 2005.

**Attachments:**  
Contract for Provision of Financial Assistance with The Lord's Place

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<b>Recommended by:</b>		<u>8-15-2008</u>
	Department Director	Date
<b>Approved By:</b>		<u>8/27/08</u>
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	<u>63,000</u>	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	<u>63,000</u>	_____	_____
<b># ADDITIONAL FTS POSITIONS (Cumulative)</b>	_____	_____	<u>0</u>	_____	_____

Is Item Included In <sup>Proposed</sup> Current Budget: Yes X No  
 Budget Account No.: Fund 0001 Dept. 148 Unit 133 Obj. 3401  
 Program Code EM11 Program Code: FY09

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

Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*A. White 8/25/08*  
 OFMB *8/25/08* *ON 8/26/08*

*Jan J. Jacoby 8/26/08*  
 Contract Administration  
*E. Jones 8/26/08*

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

*[Signature]* *8/27/08*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

## CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and The Lord's Place hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-2240502.

Whereas the AGENCY has proposed providing Supportive Services for homeless individuals; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

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

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit "A" and "C." No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

### **ARTICLE 2 - SCHEDULE**

The AGENCY shall commence services on October 1, 2008 and complete services on September 30, 2009.

### **ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed \$ Sixty-Three Thousand Dollars (\$ 63,000). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10<sup>th</sup> of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "C." In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit "C." All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit E) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Expenditure Report (Exhibit D).
3. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A."
4. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".
5. Administrative costs related to the use of COUNTY funds under this contract may not exceed fifteen percent (15%) of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column (C) Management and general and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D]) will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30, 2009. Any amounts not submitted by September 30, 2009, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

## **ARTICLE 5 – AMENDMENTS TO FUNDING LEVELS**

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) of the total contract amount during the contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change requests by AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

## **ARTICLE 6 - INSURANCE**

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.

- D. **Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a Claims-Made basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.
- E. **Additional Insured** The AGENCY 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, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the 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. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- G. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence

that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

**Palm Beach County  
c/o Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401**

**ARTICLE 7 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

**ARTICLE 8 - WARRANTIES AND LICENSING REQUIREMENTS:**

The AGENCY 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.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY 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.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY 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 under this contract, as provided for in Chapter 112, Part III, Florida

Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

#### **ARTICLE 9 - NONDISCRIMINATION**

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry, gender identity and expression.

#### **ARTICLE 10 - 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 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS**

The AGENCY 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 its DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION 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 AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

#### **ARTICLE 12 – AGENCY CERTIFICATION INITIATIVE**

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by May 30, 2009. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

#### **ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS**

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion

of this contract, or until any resolution of any audit findings and/or recommendations. 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 AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:  

**Community Services Department  
Attn: Division of Human Services Grant Coordinator  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401**
- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

#### **ARTICLE 14 - DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the

workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

#### **ARTICLE 15 - PUBLIC ENTITY CRIME**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY 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 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY 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 AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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 AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY 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.

#### **ARTICLE 17 - 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 AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY 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 AGENCY 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 Small Business Enterprise (SBE) participation of 15% on all County solicitations.

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

The AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 18 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY 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 AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions 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 19 - TERMINATION**

This contract may be canceled by the AGENCY upon thirty (30) 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 AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY 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 AGENCY 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 terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

**ARTICLE 20 - NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Claudia H. Tuck, Director  
Division of Human Services  
810 Datura Street Suite 350  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Diana L. Stanley, Executive Director  
The Lord's Place  
P. O. Box 3265  
West Palm Beach, Florida 33402

**ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A" and "C") this Contract shall control.

The COUNTY and the AGENCY both further 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 WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESS:

*Dessie Caraccio*  
Signature

Dessie CARACCIO  
Name Typed

59-2240502  
AGENCY's Federal ID Number

AGENCY:

The Lord's Place  
AGENCY's Name Typed

BY *Diana L. Stanley*  
Signature

Diana L. Stanley  
AGENCY's Signatory Name Typed

Executive Director  
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS  
Department of Community Services

By: *Edward L. Rich*  
Edward L. Rich, Director

**SCOPE OF WORK**

**DESCRIPTION OF SUPPORTIVE SERVICES FOR THE LORD'S PLACE AS OUTLINED IN EXHIBIT C:**

OPERATION JUMP-START's purpose is to reduce the revolving door for chronic homeless single males through a low demand approach and extended emergency shelter up to 60 days.

Referrals will be received through the Homeless Outreach Team. The Homeless Outreach Team consists of a Division of Human Services Social Worker, Oakwood Center of the Palm Beaches Case Manager, and CARP Case Manager. The assessments completed by the Homeless Outreach Team will be included in the referral documentation.

Supportive Services as outlined in **(Exhibit B)** include the following:

Case Management: provide case management to 12 participants of Project Jump Start.

Case Management shall be on a cost reimbursement basis. The total dollar amount for Case Management is not to exceed \$ 63,000.

This position will be hired, supervised, trained by The Lord's Place. The Lord's Place employee must have knowledge of working with substance abuse along with the ability to readily interface with community homeless service providers. The Lord's Place Case Manager will be available Monday through Friday, 8 AM - 5 PM.

**STANDARDS OF CARE**

Case Manager must comply with the Case Management Standards of Care for Homeless Services **(Exhibit F)**.

**MONITORING / REPORTING:**

A monthly desk audit by the County will be completed to determine programmatic and fiscal compliance.

Monitoring of Supportive Services activities will be completed by the County annually.

**BILLING / PAYMENTS:**

By the 10<sup>th</sup> of each month, the Provider must submit documentation of full time employment of Case Manager. The Provider must submit **(Exhibit D)** along with back up documentation sufficient to establish the expense was incurred. **(Exhibit E)** must also be attached to any request for payment certifying these expenses.

All invoice billings for services relative to this agreement must be submitted to Human Services by September 30, 2009.



## OPERATION JUMP START PROPOSAL

### Agency History and Mission

The Lord's Place, Inc. is a nonprofit, non-sectarian, 501 (c) (3) organization dedicated to breaking the cycle of homelessness by providing innovative, compassionate and effective services to men, women and children in our community

### History

For more than 25 years, The Lord's Place has been offering hope and a future to homeless families and individuals living in Palm Beach County. The Lord's Place was incorporated in 1982, but the organization's charitable work began years before when the founder, Joe Ranieri, opened a soup kitchen to feed the homeless in 1979. In 1983, the organization expanded its services by opening the first shelter in Palm Beach County specifically for homeless families. Throughout the mid-1980's and into the 1990's, The Lord's Place grew in size and prominence becoming Palm Beach County's first real voice for homeless issues.

Today, The Lord's Place continues to be committed to breaking the cycle of poverty and homelessness by providing housing, food, education and support services designed to promote economic independence, self-reliance, and a stable environment for families and individuals.

### Program Description

Operation JumpStart is an eight-week day program for chronically homeless men with no more than 12 participants at any given time. The program addresses the issues that have caused participants' homelessness. These issues are addressed during daily group and individual counseling.

### Objective

- To reduce the "revolving door" syndrome of chronic homeless single males by extending emergency shelter from thirty (30) to sixty (60) days.
- To educate and motivate participants towards change that will create self-sufficiency through an intensive day program.
- To evaluate the effectiveness of a low-demand program in engaging and creating change in the chronic homeless population.

**Goal**

- Ninety percent (90%) of the participants will obtain all benefits as entitled.
- Ninety percent (90%) will identify and begin to address at least one issue that has contributed to their homelessness.
- Ninety percent (90%) of the participants who remain in the program for one (1) month will meet with a Job Coach and/or Goodwill Placement Counselor.
- Fifty (50%) of the participants who complete the program will have interviewed and/or gained employment at discharge.
- Thirty percent (30%) of the participants who complete the program will enter a two-year transitional housing program.

**Program Criteria & Design**

**Criteria for Admission**

- History of multiple episodes of homelessness
- Single male expressing a desire to look at possible cause(s) for their homelessness
- Willing and able to consistently attend a day intervention program five (5) days a week for eight (8) weeks
- Capable of functioning in a group setting
- Willing to abstain from alcohol and drugs

**Day, Hours, Length, Capacity of Program**

- Monday through Friday from 9:00 a.m. to 1:30 p.m.
- Eight (8) weeks
- Ten to Twelve (10-12) participants
- Open group format

**Services Provided**

- Psychosocial Assessment (collaboration with the Homeless Outreach Team)
- Case Management
- On-Site Cafe Joshua Job-Ready Program
- Job Coach/Employment Mentor
- Psychoeducational Lectures (communication skills, problem-solving, social & recreational counseling, anger management, conflict resolution, assertiveness, relaxation, expressing feelings, etc.)
- Referrals
- Transportation
- Food

**UNDERLYING PHILOSOPHY & THEORIES OF THE PROGRAM****NON-DIRECTIVE, CLIENT-CENTERED THEORIES**

- **Stages of Change** – suggests that individuals or groups pass through six stages when changing behavior: precontemplation, contemplation, preparation, action, maintenance, and termination. Each one of these phases or “stages” describes an individual’s attitude toward behavior change. No one stage is any more or less important than another. Efficient change depends on doing the right things at the right times. These stages are not linear; individuals move back and forth fluidly between stages, and relapse to a prior stage is always possible. Understanding an individual’s readiness to make change, appreciating barriers to change and helping individuals anticipate relapse can improve the individual’s satisfaction and lower the helper’s frustration during the change process. **Exhibit B2**
- **Motivational Interviewing (MI)** – method of eliciting information in a manner that helps people to recognize problems and helps to motivate them to take action on present or potential problems. Techniques are particularly useful for individuals that are reluctant or ambivalent about seeking help. Characteristics of Motivational Interview: more persuasive than coercive, more supportive than argumentative, seeks to create a positive atmosphere to promote change, goal is to increase intrinsic motivation, and process requires a strong sense of purpose, clear strategies and skills and a good sense of timing.
- **Harm Reduction (HR)** - views people as responsible for their own choices. They are helped “where they are” and moved from there in small manageable steps to increasing levels of improved self-care, health, safety, and well-being. By allowing participants to set their own goals and to continue to provide support and assistance as their goals change over time, harm reduction therapy is consumer-oriented with a focus on informed choice and a partnership approach between case manager and participant. It embodies the “low-threshold” principle of harm reduction, in which traditional barriers to seeking help are removed.
- **Community Reinforcement Approach (CRA)** – the basic premise of the community reinforcement approach is that homelessness does not occur in a vacuum, that it is highly influenced by marital, family, social, and economic factors. CRA attempts to help the individual improve his or her life in all of these areas. Thus, a CRA program will typically include at least the following components: (1) communications skills training; (2) problem-solving training; (3) help finding employment; (4) social counseling; and (5) recreational counseling.
- **Social Skills Training (SST)** – The basic premise of social skills training is that homeless participants lack basic skill in dealing with work, family, and interpersonal relationships, as well as in dealing with their own emotions. Thus they benefit from skills training in communications, anger management, conflict resolution, assertiveness, relaxation, expressing feelings constructively, et al.

THE LORD'S PLACE  
CASE MANAGEMENT  
Operation Jump Start  
October 1, 2008 - SEPTEMBER 30, 2009

ACCT. DIST:

BUDGET ITEM		Amended Budget	Revised Budget	BALANCE
<b>SALARIES AND WAGES</b>				
Case Manager (1 FTE)		41,600.00		
Benefits		10,727.00		
Payroll Tax .0765	3,180.00			
Health 474.10x12	5,600.00			
Dental & Disability	1,000.00			
Life	147.00			
Worker's Comp	600.00			
SUTA	200.00			
<b>TOTAL SALARIES AND WAGES</b>		<b>\$ 52,327.00</b>		
<b>ADMINISTRATIVE SUPERVISION</b>		<b>\$ 6,600.00</b>		
Client Services: (Food Vouchers, Facility Utilities & Client Supplies)	4,073.00			
<b>TOTAL CLIENT SERVICES</b>		<b>4,073.00</b>		
<b>TOTAL</b>		<b>63,000.00</b>	<b>0.00</b>	<b>-</b>

*Cumulative Totals*

**MONTHLY EXPENDITURE REPORT  
CASE MANAGEMENT SERVICES**

Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

<u>EXPENDITURE CATEGORIES</u>	<u>MONTHLY TOTAL</u>	<u>YEAR TO DATE</u>
<u>TOTAL</u>		

NAME OF EMPLOYEE \_\_\_\_\_

PERSONNEL SERVICES

Salaries	\$ _____	\$ _____
a. Withholding	_____	_____
b. FICA	_____	_____
c. Medicare	_____	_____

EXPENSES

1. Mileage	_____	_____
2. Other	_____	_____
a. Beeper	_____	_____
b. Phone	_____	_____
c. Training	_____	_____
3. Supplies	_____	_____
4. Telephone	_____	_____
Total Expenses	\$ _____	\$ _____
Grand Total	\$ _____	\$ _____

I hereby certify the above information to be true and correct as reflected in our books and records.

_____ Signature	_____ Title	_____ Date
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Date \_\_\_\_\_

AMOUNT OF REIMBURSEMENT REQUEST: \$ \_\_\_\_\_

FOR MONTH OF: \_\_\_\_\_

I hereby certify that by personal examination of the records of this Provider that these expenses, as supported by the attached statements, were made on behalf of this provider for the purposes specified in its approved request for County funding. Refer to Palm Beach County Board of County Commissioner Document # \_\_\_\_\_.

\_\_\_\_\_  
Director (Signature)

This 'Cover Sheet' should be prepared on your organization's official letterhead stationery. Your letterhead should include your organization's telephone number and must be signed by your Director.

## Standards of Care for Case Management Services

STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
<p>Agency complies with standards of applicable national or professional associations.</p>	<p>Competent supervisors and case managers</p>	<p>1.1 All direct supervisors are degreed with a minimum 4-year degree in disciplines such as social sciences, counseling and a 2-year minimum supervisory with related experience or competencies (i.e., language), or a master's degree and 1-year supervisory experience in related field (i.e., social services, counseling)</p> <p>1.2 Case managers hired from January 1, 2004 and after must have a 4-year degree in areas such as social sciences or counseling or other related degrees.</p> <p>1.3 All current case managers must have a 4-year degree prior to July 1, 2005. Currently employed non-degreed case managers must be enrolled in a 4-year degree program with a commitment to finish the program and have at least 1½ year's experience. (Exceptions may be made where language compatibility cannot be met.)</p>	<p>1.1 # of direct supervisors with 4-year degree and 2-year supervisory experience. Total # of direct supervisors</p> <p>1.2 # of case managers with 4-year degree hired after January 1, 2004. Total # of case managers</p> <p>1.3a # of current case managers with a 4-year degree prior to July 1, 2005. Total # of current case managers.</p> <p>1.3b # of current case managers enrolled in a 4-year degree program with a commitment to finish the program and having at least 1½ year's experience. Total # of current case managers.</p>	<ul style="list-style-type: none"> <li>Personnel Files:</li> <li>Bachelor's Degree</li> <li>College Transcript</li> <li>Employment History</li> <li>Commitment Declaration</li> </ul>
<p>Case manager conducts bio-psychosocial assessment of client to identify strengths, resources and needs within 30 days.</p>	<p>Thorough assessment</p>	<p>2.1 75% of clients have initial bio-psychosocial assessment documented with list of strengths, resources and needs within 30 days or less dependent on the type of program (with exceptions.)</p> <ul style="list-style-type: none"> <li>Presenting problem</li> <li>Relevant History</li> <li>Current Functioning</li> <li>Assessment of medical/ psychological/economic/ social needs</li> <li>Mental status/substance abuse</li> <li>Eligibility</li> <li>Goals</li> <li>Recommendations</li> <li>Client Strengths/Competencies</li> <li>Support System</li> </ul>	<p>2.1a # clients with initial bio-psychosocial assessment within 30 days or less. Total # of new clients</p> <p>2.1b # of clients with initial eligibility review documented. Total # of new clients</p>	<ul style="list-style-type: none"> <li>Assessment Form</li> </ul>
<p>Case manager identifies and assesses culturally specific needs in order that clients may be directed to linguistically and culturally competent services providers.</p>	<p>Cultural Competency</p>	<p>3.1 75% of intakes document client ethnicity</p> <p>3.2 75% of intakes document client language</p> <p>3.3 75% of intakes document highest level of education completed</p> <p>3.4 75% of referrals made for non-English speaking clients and/or clients who have low English literacy reading skills, where appropriate.</p>	<p>3.1 # of intakes document client ethnicity Total # of new clients</p> <p>3.2 # of intakes document client language Total # of new clients</p> <p>3.3 # of intakes document highest level of education completed Total # of new clients</p>	<ul style="list-style-type: none"> <li>Assessment Form</li> </ul>

# Standards of Care for Case Management Services

Exhibit F1				3.4a # of completed referral forms for non-English speaking clients Total # of clients w/ special cultural/language needs. 3.4b # of completed referral forms for clients with low English literacy reading skills Total # of clients w/ low English literacy reading skills.	
NO.	STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
4	Case manager and client develop an individualized service plan.	Goals, Objectives and Outcomes	4.1 75% of service plans will be initiated at bio-psychosocial assessment and completed within 15 days or less from completing assessment dependent on type of program, with exceptions documented. 4.2 75% of service plans are updated every 30 days with exceptions documented. 4.3 75% of service plans are signed by the client and case manager at initial plan of care and at all updates. 4.4 Service plan should include at a minimum, objectives, client-specific goals, and time frames to be able to assess goals set vs. goals met.	4.1 # of service plans initiated at bio-psychosocial assessment and completed within 15 days or less from completing assessment. Total # of clients. 4.2 # of service plans updated every 30 days. Total # of clients. 4.3 # service plans signed by client and case manager at initial and updated plans of care. Total # of clients. 4.4 # of service plans including objectives, goals, time frames and assessment of goals. Total # of clients.	<ul style="list-style-type: none"> <li>Service Plans</li> </ul>
5.	Case managers coordinate and oversee appropriate delivery of non-duplicative services.	Client Self-Sufficiency	5.1 75% of client case files will document and identify to client available community, individual and/or family resources/services. 5.2 75% of referrals will document linked services for client. 5.3 75% of client records are monitored to verify referred services. 5.4 100% of professional standards of confidentiality are followed. 5.5 75% of client records document advocacy assistance. 5.6 75% of client records evaluate client's progress towards self-sufficiency.	5.1 # of client case files documenting and identifying available community, individual and/or family resources/services. Total # of clients. 5.2 # of referrals documenting linked services for client. Total # of referrals. 5.3 # of client records reviewed to verify referred services. Total # of clients. 5.4 # of client records containing confidentiality statements. Total # of clients. 5.5 # of client records documenting advocacy assistance. Total # of clients. 5.6 # of client records documenting client's progress towards self-sufficiency. Total # of clients.	<ul style="list-style-type: none"> <li>Client Chart/Record</li> </ul>



## Standards of Care for Case Management Services

STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
<p>Case managers routinely monitor client progress toward meeting goals as stated in Service Plan.</p>	Client Progress	<p>6.1 60% of scheduled appointments will be attended by client.</p> <p>6.2 75% of client records document progress toward meeting goals as stated in service plan.</p>	<p>6.1 # of scheduled appointments attended. Total # of clients</p> <p>6.2 # of client records documented with progress on meeting goals. Total # of clients</p>	<ul style="list-style-type: none"> <li>Service Plan or Agency Specific Plan</li> </ul>
<p>Case managers provide overview of agency confidentiality policy</p>	Client confidentiality and privacy	<p>7.1 100% of clients will be informed and receive a written confidentiality policy at initial entry.</p> <p>7.2 100% of clients will sign a release/consent prior to sharing of client information to service providers if appropriate.</p> <p>7.3 100% of client files shall be kept in a secured location.</p>	<p>7.1 # of clients informed of and received copy of written confidentiality policy. Total # of clients</p> <p>7.2 # of signed release/consent forms. Total # of clients</p> <p>7.3 # of files kept in a secured location. Total # of clients</p>	<ul style="list-style-type: none"> <li>Confidentiality Policy</li> <li>Release/Consent Forms</li> </ul>

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID LH LORDS-1	DATE (MM/DD/YYYY) 07/28/08
<b>PRODUCER</b> Atlantic Pacific Insurance-PBG 11382 Prosperity Farms, #123 Palm Beach Gardens FL 33410 Phone: 800-538-0487 Fax: 561-626-3153		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> The Lord's Place, Inc. c/o Director of Finance P.O. Box 3265 West Palm Beach FL 33402-3253		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Philadelphia Insurance Co. NAIC # 23850 INSURER B: Bridgfield Employers Ins. Co. 10701 INSURER C: Progressive Express 02962 INSURER D: INSURER E:	

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	PHPK302812	05/03/08	05/03/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	08255907-4	07/22/08	07/22/09	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	830-28862	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are additional insured regarding the operations of the insured.

<b>CERTIFICATE HOLDER</b> Palm Beach Board of Cty Commissioners & Dept of Community Services 810 Datura Street West Palm Beach FL 33402	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Gregory J. Behl <i>Gregory J. Behl</i>
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