

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 16, 2009 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Community Services

Submitted For: Division of Senior Services

EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract for Consulting/Professional Services with Joseph L. Morse Geriatric Center – Just Checking Program for a total not-to-exceed amount of \$20,040 for the period of July 1, 2009, through June 30, 2010, with two (2) one-year renewal options.

Summary: The Division of Senior Services (DOSS) received a grant from the Area Agency on Aging (AAA) under the Community Care for the Elderly (CCE) Program to provide mental health counseling services to seniors in Palm Beach County. Joseph L. Morse Geriatric Center – Just Checking Program will provide mental health counseling to approximately 10 seniors. Funding consists of \$18,036 (90%) State and \$2004 (10%) County. County funds for this fiscal year are available in the current budget and funds for the remainder of the contract period are included in the Department's FY 2010 budget request. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

Background and Justification: As a provider for the CCE program, DOSS is responsible for meeting consumers' total needs. Mental Health Counseling will be available for those consumers having difficulty facing health problems, depression or other issues. DOSS social workers will refer consumers for Mental Health Counseling and follow up to determine if services have provided the desired outcome. The goal of the CCE program is to provide services and make it possible for frail elder individuals to live independently in their own homes.

Ordinance No. 2005-062, the Palm Beach County Purchasing Ordinance, exempts professional services from the formal bid process. To satisfy the ordinance requirements for competitive procurements, DOSS is contracting with the existing vendor in order to ensure continuity of services.

Attachments:

Contract with Joseph L. Morse Geriatric Center

Recommended by: [Signature] 6/4/09
Department Director Date

Approved By: [Signature] 6/15/09
Assistant County Administrator Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>5,010</u>	<u>15,030</u>	_____	_____	_____
External Revenue	<u>(4,509)</u>	<u>(13,527)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>501</u>	<u>1,503</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	_____	_____	_____

Is Item Included in Current Budget: Yes No
 Budget Account No.: Fund 1006 Dept 144 Unit 143 Obj. Vari.
 Program Code Vari

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding sources are State of Florida Department of Elder Affairs and Palm Beach County.

Departmental Fiscal Review: *RSD*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

me SL 6/10/09
6/9/09 OFMB *7/1/09* *6/15/09*

Jim J. J... *6/15/09*
 Contract Administration
6/15/09

B. Legal Sufficiency:

[Signature] *6/15/09*
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

12/13/2005

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 200__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Joseph L. Morse Geriatric Center-Just Checking Program [] an individual, [] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 592120896.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Mental Health Counseling, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Faith Martin, Director, Division of Senior Services, telephone no. (561)355-4750.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Judith Uzzi, Clinical Program Director, telephone no. (561)209-6174.

This contract is not exclusive.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on July 1, 2009 and complete all services by June 30, 2010. The COUNTY shall have in its sole discretion, subject to negotiate mutually acceptable rates to extend the contract for up to two (2) one (1) year renewals.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Twenty Thousand Forty Dollars (\$20,040.00). The CONSULTANT will bill the COUNTY on a monthly basis and payment will be made for services rendered at Sixty Dollars (\$60.00) hourly rate.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in

conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not

intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

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

policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- (7) **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- (8) **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- (9) **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or

transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

Faith R. Manfra-Martin, Director
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

Judith Uzzi, Clinical Program Director
Joseph L. Morse Geriatric Center – Just Checking Program
4847 Fred Gladstone Drive
West Palm Beach, Florida 33417

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (“Ordinance”), if CONSULTANT’S employees or subcontractors are required under this contract to enter a “critical facility” as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

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

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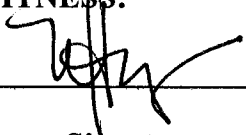
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

WITNESS:


Signature

CONSULTANT:
Joseph L. Morse Geriatric Center-
Just Checking Program

Company Name

MARGARETA G. LONGORIA
Name (type or print)



Signature

Judith Uzzi
Typed Name


Clinical Program Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 

Department Director

SCOPE OF WORK

Mental Health Counseling Specifications

1. DESCRIPTION:

One on one mental health counseling services focus on the unique treatment of psychiatric disorders and rehabilitation for impairments for persons suffering from a mental illness, including depression and anxiety.

This specialized mental health service includes information gathering and assessment, diagnosis, and development of a treatment plan in coordination with the individual's care plan.

Counseling will take place in the client's home.

2. QUALIFICATIONS:

- a. Psychologists licensed by the Department of Health in accordance with Chapter 490, Florida Statutes; or,
- b. Clinical social workers, marriage and family therapists or mental health counselors licensed by the Department of Health in accordance with Chapter 491, Florida Statutes.

3. SPECIAL REQUIREMENTS:

The prescribed services shall be provided within five (5) working days of subcontractor's receipt of the Authorization for Individual Counseling. If services are not initiated the DOSS Social Worker must be notified with reason.

It may be required for referrals, which are designated as high risk by the Department of Children and Families, Adult Protective Services, to have services started within two (2) days. The contracted vendor must have staff available 7 days per week to fulfill this requirement which is mandated by the State of Florida.

One of the following is to be completed following each counseling session.

- a. Treatment plan for new clients.
- b. Monthly updates of progress for ongoing clients.
- c. Discharge summary when counseling is terminated.

4. SERVICE AUTHORIZATION:

DOSS generates a computer prescription (authorization for service) which is sent to the contracted vendor via e-mail (see Attachment A). All vendors must have the capability of receiving e-mail and have Adobe Acrobat Reader.

The prescription identifies the:

a. Prescription Number

Examples: CPC 10011
WRD 453

The first letter identifies the DOSS office (NPC 10011):

C – Central
W – West

b. Frequency and Service Details:

The prescription will detail the funding, number of units and frequency.

c. Vendor Acceptance:

The receiving vendor is responsible for completing the Vendor Acceptance portion of the prescription and returning it with the first billing for that service. Payment cannot be rendered until the vendor acceptance is returned and entered by DOSS in the Senior Tracking and Referral System.

Vendor acceptance information includes:

1. Receipt Date – Date received at the assigned vendor
2. Service to Begin – First date of service
3. Schedule – Day, time of service, hours per day
4. Vendor signature and date

5. SERVICE HOLD/RESUME/CANCEL:

DOSS will issue holds, resumes and cancellations as needed. It is expected that the contracted vendor complete the acceptance portion of the service change from (hold, cancel, or resume) to acknowledge their receipt and **return a copy in the next billing cycle**. The vendor may be asked to complete the DOSS FAX Log as official notification of receipt of service change form. DOSS will not provide reimbursement for services rendered beyond the prescription hold or cancel date.

6. BILLING PROCEDURES:

Awarded vendor will be required to adhere to the billing/invoice procedures for all services including Medicaid Waiver services if applies.

- a. Billing for each month must be submitted by the 5th of the following month.
- b. Within one (1) month of contract initiation all vendors must be prepared to deliver invoice data on a flat electronic file in addition to hard copies of invoices. See Attachments "B" and "C" for electronic invoice flat file specifications.
- c. For billing purposes, a unit of service is one hour of lapsed time spent providing designated services by a qualified worker. It does not include time in transit to and from the client's home. **BILLING MUST REFLECT THE ACTUAL ARRIVAL AND DEPARTURE TIME.** Payment for services will only be made if services are actually rendered.
- d. Invoices must:
 - 1. Be in duplicate (one original and one copy)
 - 2. Be on paper no larger than 8 ½ by 11 inches
 - 3. Have separate invoices by service and funding source in alpha order by client's last name and group by Lot.
 - 4. Each invoice must be uniquely numbered and clearly identifiable.
 - 5. All invoices for late billings must be clearly marked on the invoice and time slip.
 - 6. **All invoices that include new services initiation must be accompanied by the signed prescription with the vendor receipt section accurately and completely filled out for the first time the service is provided.** Non compliance will result in disallowment of payment for service until such time the prescription is returned with required documentation completed.
 - 7. Invoices must list (See Attachment "D"):Client name (in alpha order)
Prescription number
Frequency prescribed
Name of worker providing the service
Date of service
Time of service
Hours of service
Cost per hour of service
Total cost for each service
Total charge per invoice
Invoice date
Through date

- e. A completed Daily/Weekly/Monthly Service Report (DSR) and separate time slip must accompany each invoice for each service provided.

The time slip may be part of the DSR but it must be detachable.

- f. The Daily Service Report must contain:
 - (10) Client's name and prescription number
 2. Date of service, and actual arrival and departure time
 3. Total hours worked
 4. Client's original signature, signed after the service report is completely filled out.
 5. Services performed on the Daily Service Report must be recorded after the services
 6. Name of vendor providing the service
 7. Prescription number

The time slip must contain:

- a. Client's name and prescription number
- b. Worker's name and prescription number
- c. Date of service
- d. Worker's arrival and departure time
- e. Total hours worked
- f. Client's original signature, time slips with erasures or corrections must be initialed by
- g. Name of vendor providing the service. All time slips must be signed by the client

Attached to the invoice must be a copy of:

1. Treatment plan for new clients
2. Monthly update for ongoing clients
3. Discharge summary for terminated clients

7. LATE BILLINGS/DISALLOWMENTS:

- a. Late billings will be honored only if billing is received within fourteen (14) days of the date the services were delivered, except as stated in 7.C.
- b. Disallowments must be resubmitted within thirty (30) days of the disallowment date for payment. Re-billing beyond thirty (30) days will be denied except as stated in 7.C.
- c. At OAA and CCE/ADI/HCE grant year end (December 31 and June 30, respectively), all invoices for services rendered prior to grant year end must be submitted within seven (7) days after the grant year end date. Any items that are disallowed or late must be submitted within seven (7) days after the grant year ends January 7 (OAA) or July 7 (CCE/ADI/HCE), respectively. No payment will be made for any invoices submitted after t his seven (7) day period.

- d. All disallowed items being submitted for payment must be resubmitted on a new invoice using a new invoice number.
- e. Any invoices with more than eight (8) errors will be returned unpaid to the vendor for correction and regular time limitations, as stated in 7.A, 7.B, and 7.C, will still apply.

8. HOLD/CANCELLATIONS/RESUMES:

- a. Reimbursement will not be made on those prescriptions which have been placed on hold or cancelled in writing to the provider.
- b. **Vendors are to return copies of prescription holds, cancellations and or resumes with the vendor acceptance portion completed in the next billing cycle following receipt of the changes.**

9. CONTRACT COMPLIANCE:

The Division of Senior Services' primary concern is the provision of reliable, quality service to its elder clients. Full compliance with all contract terms, conditions and specifications is required. Areas of particular concern are awardee's:

- a. Ability to initiate services at prescribed level(s) within the required time frame.
- b. Ability to provide on-going service(s) at prescribed level(s) to clients with active prescriptions.
- c. Provide clients service consistently with minimum change in service day, time, and service worker.
- d. Accurate documentation of arrival/departure times and client signature.
- e. Ability to bill accurately and on time.

Failure to meet the above criteria may result in the following steps to correct the deficiency:

- 1st Offense - Letter sent by DOSS to vendor outlining the deficiency, requesting corrective action measures to be taken.
- 2nd Offense - Face to face meeting with the vendor to discuss area of deficiency and corrective action.
- 3rd Offense - Recommendations for contract termination.

DIVISION OF SENIOR SERVICES

TO:

PRESCRIPTION NUMBER: WHC10636

WEST PALM BEACH, FL 33406

TRANSMITTAL DATE: Oct 06, 2004

FEDERAL ID #

Client ID: 15976	Medicaid Number:
First/Last Name:	
Address:	
BELLE GLADE, FL 33430	
Phone: (561)-	Birthdate: 3/1/1924

Service to be provided: <i>HMK</i>	Service to begin by: <i>Wed, 7/23/2003</i>
Hrs/Day: 2	Frequency: 02
Days: WK	Price: \$11.03
Product: <i>HMK-D CCE/</i>	<i>Homemaker Area D</i>

Required Duties: *Clean Bathroom* *Clean Bedroom*
Clean Kitchen/Wash Dishes *Dust*
Floors - Sweep/Mop/Vacuum *Laundry - Laundromat*
Make Bed/Change Linens *Remove Trash/Rubbish*

Client able to sign for services: YES

Requested by Case Manager: VERNA EDWARDS, Site: WE 966-4818 _____

Authorized by Supervisor: _____

Comments: _____

VENDOR ACCEPTANCE

Acceptance Date: _____ Service to begin: _____

Schedule: MO Time: _____ TH Time: _____
TU Time: _____ FR Time: _____
WE Time: _____ Time: _____

Vendor Signature: _____ Date: _____

d_new_rx

Prescription Reprinted by erichard

10/6/2004 8:59

Client Name:

(please print)

Provider Name:

(please print)

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Start							
Finish							
Daily Units							

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Units:
Bathing								
Shaving								
Shampooing								
Dressing								
Skin Care								
Oral Hygiene								
Change Linen								
Laundry								
Shopping								
Meal Prep.								
Socialize								
Transport								
Relief								
Lt. Cleaning								
Chore								

Client Condition: Vision _____ Hearing _____ Speech _____ Mental Status _____ Living Conditions _____
 (G) Good (F) Fair (P) Poor

Narratives:

Day	Date	Client Signature	Provider Signature
Monday	-		
Tuesday	-		
Wednesday	-		
Thursday	-		
Friday	-		
Saturday	-		
Sunday	-		

I hereby certify that the above named person has performed satisfactory service. I also certify that the time and services completed are accurate and correct. I am aware that the service provider is not allowed to accept tips of any kind.

Creating An Electronic Invoice File Instructions to Vendors

Please provide a sequential file in the format below in lieu of your paper invoice.

- Each field must be separated by a tab
- Each file must have the same invoice number on all records
- Tab delimited files can be created using a word processing program, Excel or exported from your system as "text" files (.txt).
- Files should be sent as to Debi Mason at djmason@co.palm-beach.fl.us with a cc: to Maggie Longoria at mlongoria@co.palm-beach.fl.us

Please use the following layout as a guide to assist you in creating your file.

FIELD	FIELD NAME	DESCRIPTION	DATA TYPE	MAX LENGTH
2	Vendor Invoice Number	Your invoice number. You must assign a unique number for each invoice you submit (same for all lines in one file).	Alpha/Numeric	20
4	Through Date	Date through which services on the invoice are reflected (same for all lines in one file).	Date	Mm/dd/yyyy
6	Prescription Number	The number from DOSS that authorized the service.	Alpha/Numeric	8
8	Amount Due	Amount due for this service. (this is the extended amount)	Numeric w/2 decimals	5
10	Worker Name	Name of the person who performed the service.	Alpha/Numeric	40
12	End Time	Time service was complete.	Alpha/Numeric	4

Debi Mason
Data Processor II
Community Services / Senior Services
Ph: 561-355-4719 Fax: 561-355-3222
Djmason@co.palm-beach.fl.us

1	A	B	C	D	E	F	G	H	I	J	K	L
2	Vendor Code	Invoice Number	Invoice Date	Through Date	Line Number	Prescription Number	Date of Service	Amnt. Due	Hours	Worker	Start Time	End Time
3	GAF	5-49379	6/29/04	6/26/04	1	CFW18508	6/26/04	15.28		1 R.LIRIANO	1215	1315
4	GAF	5-49379	6/29/04	6/26/04	2	CFW18489	6/26/04	45.84		3 E.CHAMORRO	800	1100
5	GAF	5-49379	6/29/04	6/26/04	3	CFW18489	6/25/04	45.84		3 E.CHAMORRO	915	1215
6	GAF	5-49379	6/29/04	6/26/04	4	CFW18489	6/24/04	45.84		3 E.CHAMORRO	915	1215
7	GAF	5-49379	6/29/04	6/26/04	5	CFW18489	6/22/04	30.55		2 E.CHAMORRO	1315	1615
8	GAF	5-49379	6/29/04	6/26/04	6	CFW18489	6/21/04	30.56		2 E.CHAMORRO	1315	1715
9	GAF	5-49379	6/29/04	6/26/04	7	CFW18343	6/25/04	45.84		3 TATUM	1900	2200
10	GAF	5-49379	6/29/04	6/26/04	8	CFW18343	6/23/04	45.84		3 TATUM	1900	2200
11	GAF	5-49379	6/29/04	6/26/04	9	CFW18343	6/21/04	45.84		3 TATUM	1900	2200
12												
13												
14		Column "B" can only have one invoice number; SAME FOR ALL LINES.			Line Number. Unique to each line			No dollar signs, with 2 decimal places.		2 decimals. Minimum increments of .25 hours		
15												
16												
17												
18												
19												
20												
21	Column "A" Your code is supplied by DOSS SAME FOR ALL INVOICE & LINES											
22												
23												
24												
25												
26												
27												
28												

West Palm Beach, FL

Bill To:

Invoice # 062604RAD

DOSS:RESP
810 Datura Street, Ste 300
West Palm Beach, FL 33410-3128

<u>Prescription</u>	<u>Worker Name</u>	<u>Client Hours</u>	<u>Client Rate</u>	<u>Shift Date</u>	<u>Begin Time</u>	<u>End Time</u>	<u>Amount Due</u>	<u>Invoice Number</u>
Client Name								
WRA34		4.00	\$11.25	06/23/04	10:00	14:00	\$45.00	83343
WRA34		4.00	\$11.25	06/24/04	10:00	14:00	\$45.00	83343
WRA34		4.00	\$11.25	06/25/04	10:00	14:00	\$45.00	83343
Client Name								
WRA29		4.00	\$11.25	06/23/04	10:00	14:00	\$45.00	83349
WRA29		4.00	\$11.25	06/26/04	7:00	11:00	\$45.00	83349

TOTAL \$225.00

**INSTRUCTIONS
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

1. Each provider of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Palm Beach County Division of Senior Services nor its contract providers can contract with sub-recipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this agreement is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the program manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the program manager for assistance in obtaining a copy of those regulations.
5. The provider further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each sub-recipient of agreements referencing this agreement whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each sub-agreement.
7. The Palm Beach County Division of Senior Services may rely upon a certification of a provider/ sub-recipient entity that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Palm Beach County Division of Senior Services knows that the certification is erroneous.
8. The provider may rely upon a certification by a sub-recipient entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/sub-contracting unless the provider knows that the certification is erroneous.
9. The signed certifications of all sub-recipients shall be kept on file with provider.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February, 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 20369).

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Palm Beach County Division of Senior Services by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Judith Ucci
Signature

5/06/09
Date

Judith Ucci
Clinical Program Director

Name and Title of Provider Representative
(Print or type)

Joseph L. Morse Geriatric Center - Just Checking! Program
Name of Provider

**CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned an authorized representative of the provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The provider and any sub-recipients of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts of each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the provider, sub-recipient(s), or any outside entity on which the provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, recipient(s) will take immediate action to assure data integrity.
- (3) If this contract includes provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the provider (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware of software programs from operating properly, the provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state and without interruption to the ongoing business of the state, time being of the essence.

- (4) The provider and any sub-recipient(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from date integrity compliance issues.

The provider shall require that the language of this certification be included in all subcontracts, sub-grants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and A-110.

*Joseph Morse Geriatric Center - Just Checking Program
4926 Loring Drive WPB, FL 33417*

Name and Address of Provider

Judith Uzzi
Signature

Clinical Program Director *5/06/09*
Title Date

Judith Uzzi
Name of Provider Representative

**MINIMUM GUIDELINES FOR RECIPIENT GRIEVANCE PROCEDURES
APPLICABLE TO ALL ADVERSE ACTIONS DEEMED TERMINATIONS, SUSPENSIONS, OR
REDUCTIONS IN SERVICE**

Medicaid Waiver clients have the right to request a fair hearing from the Department of Children and Families (DCAF) Office of Appeal Hearings in addition to or as an alternative to these procedures.

NOTICE TO THE RECIPIENT OF THE ADVERSE ACTION TO BE TAKEN AND EXPLANATION OF THE GRIEVANCE PROCEDURES FOR REVIEWING THAT DECISION

- The recipient must be informed by the decision maker of the action, in writing, no less than 10 calendar* days prior to the date the adverse action will be taken.
(Prior notice is not applicable where the health or safety of the individual is endangered if action is not taken immediately; however notice must be made as soon thereafter as practicable.)
- Services cannot be reduced or terminated, nor any adverse action taken during the 10 day period.
- The Notice must contain:
 - a statement of what action is intended to be taken;
 - the reasons for the intended action;
 - an explanation of:
 - 1) the individual's right to a grievance review if requested in writing and delivered within 10 calendar* days of the Notice postmark (assistance in writing, submitting and delivering the request must be offered and available to the individual);
 - 2) in Medicaid Waiver actions, the individual's right to request a fair hearing from DCAF;
 - 3) the individual's right, after a grievance review, for further appeal;
 - 4) the right to seek redress through the courts if applicable;
 a statement that current benefits will continue if a grievance review is required, and will continue until a final decision is made regarding the adverse action; and
 a statement that the individual may represent himself/herself or use legal counsel, a relative, a friend, or other qualified representative in the requested review proceedings.
- All records of the above activities must be preserved in the client's file.

GRIEVANCE REVIEW PROCEDURE UPON TIMELY RECEIPT OF A WRITTEN REQUEST FOR REVIEW

- Within 7 calendar* days of the receipt of a request, the provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
 - the time and place scheduled for the review;
 - the designation of one or more impartial reviewers who have not been involved in the decision at issue;
 - the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review;
 - a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review; and the stopping of the intended action until all appeals are exhausted.
- All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.
- The reviewer(s) must provide written notification to the requester, within 7 calendar* days after the grievance review stating:
 - the decision, the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
 - the individual's right to appeal an adverse decision to the Palm Beach County Division of Senior Services by written request within 7 calendar* days, except in decisions involving the professional judgment of a legal assistance provider;
 - the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency;

3/2004

PROCEDURE FOR APPEALS OF A GRIEVANCE REVIEW DECISION UPON TIMELY RECEIPT OF A WRITTEN APPEAL TO THE PALM BEACH COUNTY DIVISION OF SENIOR SERVICES

- Within 7 calendar* days of the receipt of a notice of appeal of a grievance review decision, the Palm Beach County Division of Senior Services must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:
 - the time and place scheduled for the appeal;
 - the designation of one or more impartial Palm Beach County Division of Senior Services officials who have not been involved in the decision at issue;
 - the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal; assistance, if needed, in order to attend the appeal;
 - and the stopping of the intended action until all appeals are exhausted.
- All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial Palm Beach County Division of Senior Services officials who have not been directly involved in the initial determination of the action in question.
- The designated Palm Beach County Division of Senior Services official(s) must provide written notification to the requester within 7 calendar* days after considering the grievance review appeal, stating:
 - the decision, and the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
 - the individual's right to appeal, if applicable.
- Except for Medicaid Waiver actions, the decision of the Palm Beach County Division of Senior Services shall be the final decision;
 - and the availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by ADA.
- All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

* In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computer shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

INTERMEDIATE MEASURES

INDICATORS Section 430.04 (2), F.S.	MEASUREMENT	INTERMEDIATE MEASURES Section 430.04 (2), F.S.
Lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated	<ul style="list-style-type: none"> • Failure within the same fiscal year in which due to pay short-term loans • Failure to transfer at the appropriate time, due to lack of funds <ul style="list-style-type: none"> • Taxes withheld on the income of employees • Employer and employee contributions for federal social security or any pension, retirement, or benefit plan for an employee • Failure for one pay period to pay, due to lack of funds <ul style="list-style-type: none"> • Wages and salaries owed to employees • Retirement benefits owed to former employees • An unreserved or total fund balance or retained earnings deficit for which sufficient resources are not available to cover the deficit for 2 successive years 	<ul style="list-style-type: none"> • Temporary assumption of operations and functions related to the problem area within the agency • Placement on probationary status for a specific period sufficient to address identified problems • Impose a time limited moratorium on agency • Reduce any advances for the following year to 30 days and examine surpluses for redistribution.
An intentional or negligent act of the agency has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.	<ul style="list-style-type: none"> • Intentional or repeated violations of the requirement to serve APS clients within 72 hours • Any other verifiable report of such actions 	<ul style="list-style-type: none"> • Impose a time limited moratorium on agency • Temporary assumption of operations and functions related to the problem area within the agency
Committed multiple or repeated violations of legal and regulatory requirements or Palm Beach County Division of Senior Services standards	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such actions 	<ul style="list-style-type: none"> • Unannounced special monitoring • Reduction in advances for following year and review of surpluses for redistribution • Appropriate Corrective action
Failed to adhere to terms of its contract with the Palm Beach County Division of Senior Services	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Adherence to Service Provider Application • Any other verifiable report of such action 	<ul style="list-style-type: none"> • Placement on probationary status for a specified period to address identified problems • Financial penalties • Re-allotment of surplus funds to other planning and service areas • Appropriate Corrective Action
Failed to implement and maintain Palm Beach County Division of Senior Services approved client grievance resolution procedure	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such action 	<ul style="list-style-type: none"> • Appropriate Correction action
Failed to continue the provision of expansion of services after the declaration of a state of emergency	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such action 	<ul style="list-style-type: none"> • Temporary assumption of agency operations and functions to implement emergency service plan

Health Insurance Portability and Accountability Act (HIPAA) of 1996

The Palm Beach County Division of Senior Services and the provider will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Palm Beach County Division of Senior Services and the provider recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the following:

- (a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
- (b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
- (c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
- (d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
- (e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
- (f) That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. . This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.
- (g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- (h) That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.
- (i) Each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.

(j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.

(k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.

(l) That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.

(m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.

(n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.

(o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.

(p) That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.

Attestation Statement

Contract Number _____

I, Judith Uzzi, attest that no changes or revisions
(provider representative)

have been made to the content of the above referenced contract or amendment between the
Palm Beach County Division of Senior Services and Joseph L Morse Geriatric Center -

Just Checking Program (provider). The only exception to this statement would be for changes in

page formatting, due to the differences in electronic data processing media, which has no effect
on the contract content.

Judith Uzzi
Signature of provider representative

5/06/09
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
04/16/09

PRODUCER Kornreich/NIA 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406	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.												
INSURED MorseLife Inc 4847 Fred Gladstone Drive West Palm Beach, FL 33417	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Homeland Insurance Company of New York</td> <td>34452</td> </tr> <tr> <td>INSURER B: Interstate Fire & Cas.</td> <td></td> </tr> <tr> <td>INSURER C: Mt. Hawley Ins Co</td> <td></td> </tr> <tr> <td>INSURER D: One Beacon America Ins</td> <td></td> </tr> <tr> <td>INSURER E: Zenith Ins Co</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Homeland Insurance Company of New York	34452	INSURER B: Interstate Fire & Cas.		INSURER C: Mt. Hawley Ins Co		INSURER D: One Beacon America Ins		INSURER E: Zenith Ins Co	
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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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MPP225309	04/01/09	04/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$Included																
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7530207110001	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	MPX194209	04/01/09	04/01/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$																
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SEE ATTACHED	04/01/09	04/01/10	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;">WC STATU-TORY LIMITS</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 80%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$500,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$500,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$500,000</td> </tr> </table>		WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$500,000		E.L. DISEASE - EA EMPLOYEE		\$500,000		E.L. DISEASE - POLICY LIMIT		\$500,000
	WC STATU-TORY LIMITS	OTH-ER																				
	E.L. EACH ACCIDENT		\$500,000																			
	E.L. DISEASE - EA EMPLOYEE		\$500,000																			
	E.L. DISEASE - POLICY LIMIT		\$500,000																			
B		Excess Auto	HFX1000293	04/01/09	04/01/10	\$10,000,000																
C		Excess Auto	MXL0368700	04/01/09	04/01/10	\$10,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
ADDITIONAL NAMED INSUREDS FOR ALL POLICIES UNLESS INDICATED OTHERWISE:
 MorseLife, Inc.; MorseLife Foundation, Inc.; Friends of MorseLife, Inc.; Joseph L Morse Geriatric Center, Inc.; Lola & Saul Kramer Senior Services Agency, Inc.; The Nearly New Thrift Shop of the Morse Geriatric Center, Inc.; The Tradition of the Palm Beaches
 (See Attached Descriptions)

CERTIFICATE HOLDER Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
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IMPORTANT

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

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

DISCLAIMER

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

DESCRIPTIONS (Continued from Page 1)

WORKERS COMP

NAMED INSURED: Joseph L Morse Geriatric Center

Zenith Ins Co, pol# Z069008203, Eff 4/1/09-10

Limits: \$500,000/500,000/500,000

NAMED INSURED: Lola and Saul Kramer Senior Services Agency Inc

Zenith Ins Co, pol# Z069009003, Eff 4/1/09-10

Limits: \$500,000/500,000/500,000

NAMED INSURED: The Traditions of the Palm Beaches

Zenith Ins Co, pol# Z0690094033, Eff 4/1/09-10

Limits: \$500,000/500,000/500,000



American International Companies®
Insurance Provided by Members of American International Group, Inc.

RENEWAL

POLICY DECLARATIONS

Account: AIG AUTO INSURANCE

Policy Number: 342 12 94

Insurer: **AIG Premier Insurance Company**
The Policy Period Begins and Ends at 12:01 A.M.
Standard Time From **05/23/08** To **05/23/09**
Effective Date of Change: 05/23/08

Named Insured

STEPHEN UZZI
1540 FIRE THORN DR
WEST PALM, FL 33414-8644

Customer Service Center:

AIG AUTO INSURANCE
ONE AIG CENTER
PO BOX 15510
WILMINGTON, DE 19850-5510

POLICY SERVICE: To make a change to your policy call 1-800-616-4524

CLAIMS: Call anytime to report an accident or loss 1-888-244-6163

ST: 09 CO: 0055 ACCT: 00009822

DESCRIPTION OF YOUR COVERED AUTO(S):

AUTO	TERR	SYMBOL	AGE	YR	MAKE-MODEL	SERIAL NUMBER	CLASS
1	35	1415	5	04	JEEP LIBERTY LIMITED	1J4GK58K24W225609	15132
2	35	1814	9	00	MITSUBISHI ECLIPSE GT	4A3AC84L8YE079122	14964

COVERAGE IS ONLY PROVIDED WHERE A SPECIFIC PREMIUM CHARGE IS SHOWN

COVERAGE	LIMITS OF LIABILITY	AUTO 1	AUTO 2
Bodily Injury.....	\$100,000/ \$300,000 Per Person/Accident	\$ 260.80	\$ 418.70
Property Damage.....	\$50,000 Per Accident	\$ 107.20	\$ 155.70
Medical Payments.....	\$10,000 Per Person	\$ 40.20	\$ 64.80
Personal Injury Protection.	\$10,000 Overall Maximum	\$ 100.90	\$ 143.60
Basic Medical Expenses....	80% of Expenses		
Basic Work Loss.....	60% of Expenses		
Replacement Services.....	Subject To Overall Maximum		
Death Benefit	\$5,000 Maximum		
Uninsured Motorist	With Stacking		
Bodily Injury.....	\$100,000/ \$300,000 Per Person/Accident	\$ 181.00	\$ 181.00
Comprehensive.....	Deductible AUTO#1 \$50 #2 \$50	\$ 69.00	\$ 70.00

SEE NEXT PAGE FOR TOTAL PREMIUM



WE LOOK FORWARD TO CONTINUING YOUR
AUTOMOBILE COVERAGE AT THIS RENEWAL.

THANK YOU!

[Signature]
Authorized Company Representative (where required)

40880 11PL 1005822NU342 12940301

AC# 3312593

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
02/20/2009	SW 4955	31191

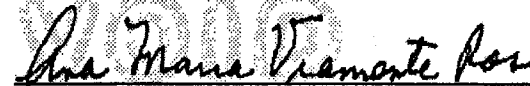
The LICENSED CLINICAL SOCIAL WORKER
named below has met all requirements of
the laws and rules of the state of Florida.

Expiration Date: **MARCH 31, 2011**

JUDITH UZZI
MORSE LIFE
4920 LORING DRIVE
WEST PALM BEACH, FL 33417
UNITED STATES

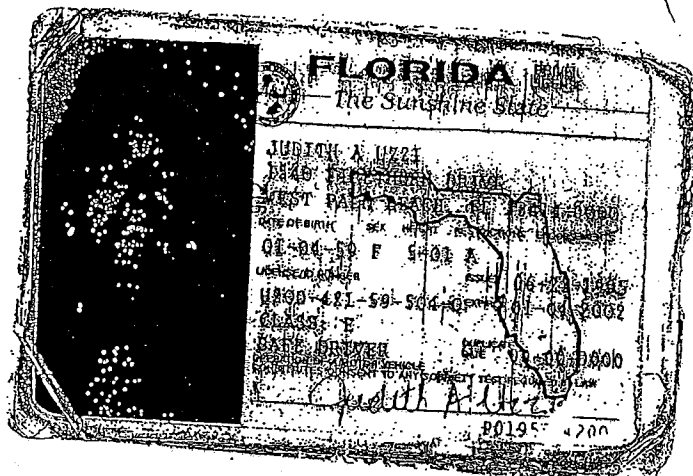


Charlie Crist
GOVERNOR



Ana M. Viamonte Ros, M.D., M.P.H.
STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW



**FLORIDA DRIVER'S LICENSE
OR IDENTIFICATION CARD EXTENSION**

NAME **JUDITH A UZZI** BIRTHDAY: **2014** EXPIRES ON

DL NO: **U200-421-59-504-0**

1540 FIRETHORN DRIVE

WEST PALM BEA FL 33414-8644

RESTRICTION CODES		ENDORSEMENT
A. CORRECTIVE LENSES	K. HEARING AID	E. COMMERCIAL EMERGENCY VEHICLE
B. OUTSIDE REARVIEW MIRROR	L. SEAT CUSHION	F. COMMERCIAL FARM VEHICLES
C. BUSINESS PURPOSES	M. HAND CONTROL OR PEDAL EXTENSION	
D. EMPLOYMENT PURPOSES	N. LEFT FOOT ACCELERATOR	
E. DAYLIGHT DRIVING ONLY	P. PROBATION INTERLOCK DEVICE	
F. AUTOMATIC TRANSMISSION	S. OTHER RESTRICTIONS	
G. POWER STEERING	T. NO PASSENGER ON MOTORCYCLE	
H. DIRECTIONAL SIGNALS	X. MEDICAL ALERT BRACELET	
I. GRIP ON STEERING WHEEL	Y. EDUCATIONAL PURPOSES	

ELECTRA THEODORES-BUSTLE, EXECUTIVE DIRECTOR DEPT. OF HIGHWAY SAFETY AND MOTOR VEHICLES
THE STATE OF FLORIDA RETAINS ALL PROPERTY RIGHTS HEREIN

AUDIT NO: **7397643** CLASS: **E** 102307

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: **SWL-008130816**
 ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ACCOUNT NO: **FL-UZZJ154-0 0327510S**
 ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

**JUDITH UZZI
 1540 FIRETHORN DR
 WEST PALM BEACH, FL 33414**

TYPE OF ORG: **INDIVIDUAL**

ITEM 2. ADDITIONAL INSUREDS:

ITEM 3. POLICY PERIOD: FROM: **03/01/09** TO: **03/01/10**
 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

(a) \$	<u>1,000,000</u>	EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE
(b) \$	<u>5,000,000</u>	AGGREGATE
(c) \$	<u>5,000</u>	DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
PROFESSIONALS	1	225.00	225.00
DEFENSE LIMIT			.00
FLORIDA HURRICANE CAT FUND	1		2.25

ITEM 6. RETROACTIVE DATE: **03/01/95** TOTAL PREMIUM: **227.25**

ITEM 7. EXTENDED REPORTING PERIOD
 ADDITIONAL PREMIUM(If Exercised): \$ 227.25

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:
 FORM #65852 7/96 #65853 (7/96) 76105 (5/00)
 83191 (10/03) 74825 (02/01)
 APA25 (11/96) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID


 AUTHORIZED COMPANY REPRESENTATIVE