

**GENERAL FUND AGREEMENT
BETWEEN
BREVARD COUNTY AND
CIRCLES OF CARE, INC.**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Circles of Care, Inc.**, a business having its primary business location at **400 East Sheridan Road Melbourne, Florida 32901**, (hereinafter the Contractor)

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a **Baker Act Mental Health Services Program**, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida

I. **NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF SERVICE/WORK:

The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model**, copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall begin **October 1, 2019**, and continue through **September 30, 2020**.

3. COMPENSATION – AMOUNT AND METHOD:

For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$1,748,507.00** as identified in **Attachment B Itemized Budget** a copy of which is attached hereto and incorporated by this reference. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Contractor is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Attachment D Quarterly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by this

reference, to request payment. The Contractor shall request reimbursement on a **quarterly** basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Contractor or representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor's final Request for Reimbursement is due on October 20, 2020.

4. PROCUREMENT PROCEDURES:

The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):

- a. If the purchase amount is less than \$1,000; no formal purchase procedures are required.
- b. If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three vendors.
- c. The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the

amount or type of damages, compensation or benefits payable by or for the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Brevard County Director of Housing and Human Services shall have authority to execute modifications up to \$24,999.00. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. INSURANCE:

The Contractor shall keep in force and at all times maintain during the term of this Agreement:

a. General Liability Insurance:

General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000 for Bodily Injury and Property Damage per occurrence.

b. Automobile Liability Insurance:

Automobile Liability coverage shall be in the minimum amount of \$1,000,000 combined single limits for Bodily Injury and Property Damage per accident.

c. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

d. Professional Liability Insurance:

Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement.

e. Insurance Certificates:

The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

9. GOVERNING LAW:

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. COMPLIANCE WITH STATUTES:

Contractor shall be aware of and shall comply with all federal, state, and local laws.

11. COMPLIANCE WITH ADA OF 1990:

Contractor shall comply with the American with Disabilities Act of 1990 (PL101-33), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Contractor shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

12. VENUE:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. ASSIGNMENTS:

Contractor shall not assign any portion of this Agreement without the prior written permission of the County.

14. TERMINATION:

If Contractor fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the County shall give the Contractor written notice of the existence and nature of the breach and Contractor shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Contractor fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Contractor and such termination shall be effective upon the Contractor's receipt of the written Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in section 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract

between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. INDEPENDENT CONTRACTOR:

The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. RECORDS AND REPORTS:

In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to **Circles of Care, Inc.** by the County in connection with activities or services provided by the **Circles of Care, Inc.** under the terms of this agreement, are public records and **Circles of Care, Inc.** agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

If **Circles of Care, Inc.** is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that **Circles of Care, Inc.** expends \$750,000 or more in Federal awards in its fiscal year, **Circles of Care, Inc.** shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, **Circles of Care, Inc.** shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 Code of Federal Regulations Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant licensed under Chapter 473, Florida Statutes,

in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, the cost of the audit shall be paid from non-Federal resources (i.e., the cost of such audit shall be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, Circles of Care, Inc. shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: Brevard County Housing and Human Services Department Ian Golden, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds

within thirty days after the County has notified the Contractor in writing of such noncompliance.

c. MONITORING:

The County shall conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

d. REPORTS:

The Contractor shall submit quarterly reports within twenty calendar days after the end of the month for which the Contractor is requesting reimbursement using Performance and Measurable Outcome Reports Form (Attachment E1 and E2) and Attachment F Evaluation Plan, a copy of which is attached hereto and incorporated by this reference, to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Contractor is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Contractor, for failure to meet outcomes or failure to submit required quarterly reports in a timely manner. Any withheld amount shall be remitted to the Contractor upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

17. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard

County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Contractor claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2076.

18. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act. The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. E-VERIFY:

- a. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and
- b. Contractor shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the

- employment eligibility of all new employees hired by the subcontractor during the Contract term; and
- c. Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
 - d. Compliance with the terms of this Section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
 - e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
 - f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law. All Contractors shall read, sign and comply with **Attachment G Confirmation of E-Verify Participation Form**, a copy of which is attached hereto and incorporated by this reference.

20. FEDERAL TAX ID NUMBER:

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

21. CONFLICT OF INTEREST:

- a. The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.
- b. The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- c. The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.
- d. No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

22. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit

bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted vendor list.

23. INFORMATION RELEASE/GRANTOR RECOGNITION:

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County for approval in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

24. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. **Circles of Care, Inc.** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Circles of Care, Inc.** shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

25. CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and

that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

26. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

27. ATTACHMENTS:

In the performance of this Agreement, the Contractor shall comply with all the requirements of the following attachments:

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Itemized Cost/ Units Budget**
- **Attachment C: Conditions and Methods of Compensation**
 - **Attachment D: Quarterly Request for Reimbursement Form**
 - **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Confirmation of E-Verify Participation Form**

28. NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows:

William Vintroux, Vice President-Business & Finance Treasurer, Circles of Care, Inc., 400 East Sheridan Road, Melbourne, Florida 32901

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:


Scott Ellis, Clerk of Court

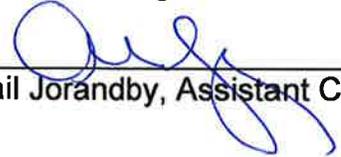
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Bryan Lober, Chair

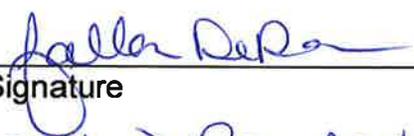
Date: _____

As approved by the Board on 09/24/2019.

Reviewed for Legal Form and Content:


Abigail Jorandby, Assistant County Attorney

WITNESS:


Signature
Fallon DeRosa, Asst. Director HR
Name and Title, Typed or Printed

CONTRACTOR: [Circles of Care, Inc.]

By: 
Signature

Date: 4/10/2020

William Vintroux, Vice President-Business & Finance Treasurer
Name & Title, Typed or Printed

WITNESS:

Signature:

Name and Title, Typed or Printed

Circles of Care, Inc.
Name of Company

400 East Sheridan Road
Mailing Address

Melbourne, Florida 32901
City, State, Zip Code

321-726-2955
Area Code / Telephone Number

ATTACHMENT A-1 – PROGRAM LOGIC MODEL FORM

AGENCY NAME:	Circles of Care, Inc.
PROGRAM NAME:	Baker Act Mental Health Services
FOCUSED CARE AREA:	Brevard County

Have you made any changes to the Program Logic Model? YES NO. Date Revised: _____

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<ul style="list-style-type: none"> • Executive Director • Chief of Medical Staff • 125 FTEs (including medical, licensed, other clinical, and non-degree staff) • Adult Crisis Stabilization Unit (50 licensed beds) • Child Crisis Stabilization Unit (16 licensed beds) • 10,000 sq. ft. Outpatient Medical Facility (Melbourne) • 12,000 sq. ft. Outpatient Medical Facility (Rockledge) 	<ul style="list-style-type: none"> • 24 Hour Emergency and Referral Services for Voluntary and Involuntary mental health patients • Inpatient Psychiatric Services providing treatment under the supervision of a licensed physician who is Board eligible or 	<ul style="list-style-type: none"> • Quarterly report of inpatient discharges • 9,000 unduplicated clients served annually • 4,500 inpatient discharges, annually 	<ul style="list-style-type: none"> • The median length of stay for inpatient admissions will be no more than four (4) days (Reported quarterly and based upon the inpatient discharges during the quarter). • 65% of inpatient clients served will live in a stable housing environment (based upon the numbers reported in Outcome #1 for each quarter). 	<ul style="list-style-type: none"> • Contribute to public safety by stabilizing Brevard County residents with mental illness who represent an imminent danger to self/others in the least restrictive environment. • Reduce the inpatient recidivism of severe and acute episodes of mental illness and severe and persistent episodes of mental illness

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<ul style="list-style-type: none"> • 6,000 sq. ft. Outpatient Medical Facility (Titusville) • Central Florida Cares Health System Brevard County Housing and Human Services: 	Board Certified in Psychiatry <ul style="list-style-type: none"> • Outpatient Medical Services including medication management and evaluation 		<ul style="list-style-type: none"> • At least 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record during the fiscal year. 	

ATTACHMENT A Scope of Services

NAME OF PROGRAM: BAKER ACT MENTAL HEALTH SERVICES

SCOPE OF SERVICE:

Circles of Care, as the premier behavioral healthcare provider in Brevard County, offers a wide array of services to meet the mental health and substance abuse treatment needs of local citizens. Over 9,000 residents receive services annually under the provisions of the Baker Act. Specifically, the following departments coordinate services within the program to effectively treat and maintain individuals that represent an imminent threat to self or others due to acute mental illness or severe and persistent mental illness in the least restrictive environment.

Harbor Pines

Harbor Pines is a 50-bed inpatient psychiatric crisis stabilization unit. This department primarily treats indigent clients who meet the criteria in the Florida Mental Health Act (Baker Act). Clients are screened by an Intake Counselor and admitted on either a voluntary or involuntary basis. This unit has high utilization, high occupancy and is a cornerstone of the public mental health system.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/
COST CENTER: Crisis Stabilization Unit
B. PROGRAM NAME: Harbor Pines
3. ADDRESS: 880 Airport Blvd
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR: Kathy Adams, RN
PHONE: (321) 914-0626
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAYS/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Clients experiencing acute psychiatric emergencies including those who have been civilly committed
8. A. STATEMENT OF WORK

Philosophy: The philosophy of the Harbor Pines Unit is to provide crisis stabilization services and involuntary examinations in a humane manner that preserves the safety of the individual and others while regarding the rights of the individual.

Target population: The target population is those Brevard County adults who have been identified for involuntary examination under the Baker Act and those individuals who apply for voluntary admission after a determination of need is made.

Length of program: The length of the program depends upon the clinical need of the client. The median length of stay for the agency's fiscal year ending June 30, 2018 was three (3) days.

Services: The crisis stabilization service is offered twenty-four hours a day, seven days a week because of the inpatient nature of the program. The program includes such key components as psychiatric evaluation, physical examination, nursing assessment and care, group therapy, social work services and recreation.

Census: The Harbor Pines Unit has a total licensed bed capacity of 50 beds. The average daily midnight census for the fiscal year ending June 30, 2018, was 37.7 days with a standard deviation of 6.3 days.

Goals: The goals of the program are to fulfill the public receiving facility mandate. More specifically, the goals are to evaluate, treat, and recommend follow up care for adults with mental illness who have been admitted.

Other: Assessment begins and continues from the time of admission. Good assessment of the disability and the resources of the client are necessary to efficient functioning. Formal assessments are made by the psychiatrist, the social worker, and the nurse assigned to the client's treatment team. A plan of care is devised and the client's progress is assessed daily during rounds.

Treatment and education are the major interventions to resolve the crisis precipitating admission and to arm the client with coping strategies for the future. Psychotropic medication is frequently prescribed based on individual needs. Group and individual counseling are topical and oriented to coping skill training. Education about chronic illnesses, the role of medication, and substance abuse are provided.

Discharge planning begins with the initial assessments by identifying the resources necessary to support the return to community living. Consultation with family and relatives is important to educate them and solicit their support for their client. Referrals are made to a wide variety of community-based services to support the aftercare plan designed with the client.

B. METHOD OF SERVICE PROVISION The program hours are 24 hours per day, seven days per week. Referrals may be made by initiating the appropriate involuntary examination forms or by calling or walking into the Intake Service Office at 880 Airport Blvd, Melbourne, Florida. An evaluation prior to assessment is made in Intake Services to determine if Baker Act criteria have been met. Treatment planning is multidisciplinary. Records are stored in the Medical Records Department of Circles of Care. Supervision of each client's care is under the direction of the treating psychiatrist who is responsible to the Chief of Medical Staff.

During the time of stay on the unit, the clients will be evaluated by case management to determine if they meet criteria for case management services. Groups and individual sessions are scheduled to carry out activities of daily living, problem solving, and coping skills. Attention is directed to the importance of medication compliance in the recovery process.

Discharge criteria are legal and clinical in nature, evaluated on a case-by-case basis and applied in the judgment of the treating psychiatrist. When criteria are met, as established by an interview with the client conducted by the psychiatrist, the psychiatrist writes his/her discharge recommendations and discharge prescriptions (if any). The social worker makes the aftercare arrangements, such as, clinic appointments, transportation and family contact. The nurse goes over the discharge information and gives education to the client about his/her condition, medications and appointments.

Child Crisis Stabilization Unit

The Child Crisis Stabilization Unit (CCSU) is a 16-bed locked unit designed to meet the needs of children and adolescents who are residents of Brevard and surrounding counties. The CCSU is staffed by highly qualified practitioners and is directed by a

physician who specializes in child psychiatry. This unit also serves as the County's Baker Act Receiving facility for children and adolescents.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/
COST CENTER: Child Crisis Stabilization
- B. PROGRAM NAME: Child Crisis Stabilization Unit
3. ADDRESS: 400 East Sheridan Road
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR: Elizabeth Steidl, RN
PHONE: (321) 726-2895
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAY/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Children and adolescents
8. A. STATEMENT OF WORK

Philosophy of the program: Each client will be treated in the least restrictive manner, in the context of their family, and returned to the community as soon as possible.

Target population: Child and adolescents from (Region C, Circuit 18) who meet Baker Act admission criteria for involuntary or voluntary admissions.

Length of program: This unit's mission is crisis stabilization; therefore, it is anticipated that the length of stay will be short term. Clinical criteria will be used to determine discharge from the program.

Services: Each client will receive:

- A physical examination within 24 hours of admission to diagnose health problems.
- A comprehensive nursing assessment,
- Psychotherapeutic services will be performed by qualified staff members. These services may include, as prescribed in the treatment plan, individual, group and/or family therapy.
- Activities to address the leisure, recreational and exercise needs of the clients will be provided.
- Therapeutic milieu will be designed to offer structure and emotional support to clients.

Census: The bed capacity of the unit is 16.

Goals of the program: Crisis stabilization goals are to reduce the acute symptomatology precipitating admission and to enlist the support of family and community resources to permit discharge in a timely manner.

B. METHODS OF SERVICE PROVISION

Hours of operation: 24 hours a day/7 day a week

Referral: At the time of discharge, referral for follow-up care will be made.

Assessment: Upon admission, a physical examination, a psychiatric examination, and a nursing assessment are obtained. Within 72 hours a psychosocial history is obtained. Other laboratory or psychological tests may be ordered by the psychiatrist in charge of the case.

Client orientation: The mental health technician, in the admission process, will orient the client to the unit. Each client will receive a handbook with rules and rights regarding the unit.

Record maintenance: Medical records will be stored on the unit in the nurses' station while the client is in active treatment. Upon discharge, they will be stored in central medical records.

Treatment planning: Initial treatment planning will be performed by the medical staff, including the psychiatrist and RN staff. Multidisciplinary input to the treatment plan will be added as assessments are made and treatment needs identified.

Clinical supervision: Dr. Arpana Kopuri, Board Certified Child Psychiatrist, will be responsible for the clinical supervision.

Discharge: Discharge will be based on legal and clinical criteria.

Medical Outpatient Clinics

The first line of treatment for many behavioral health conditions is medication because there are biological abnormalities underlying the symptoms. Hospitalized patients are followed up in the clinics to insure they are getting maximum clinical results with minimal side effects in the long-term management of their conditions. Other patients may be referred when they experience an acute episode of depression or anxiety as well as a myriad of less frequent conditions. Expert psychiatric evaluation and the short-term treatment of these conditions are common. The clinics are located in all three major geographic areas of the County and are staffed by qualified psychiatrists. Both children and adults are seen in these clinics.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/
COST CENTER: Medical Outpatient
B. PROGRAM NAME: Medication Clinics
3. ADDRESS: 2020 Commerce Drive
Melbourne, Florida
4. DIRECTOR/COORDINATOR: Jose Alvarez, M.D., Medical Director
Jason Wieseler, Psy.D., Executive Vice President
PHONE: 321/722-5200 or 321-952-6000
5. GEOGRAPHIC AREAS SERVED: (Region C, Circuit 18)/Brevard County
6. DAYS/HOURS OF OPERATION: Monday-Friday, 8:30 a.m.-5 p.m., after these hours call 914-0640.
7. POPULATION GROUPS SERVED: Mentally ill who need or who are being maintained on psychotropic medications
8. A. STATEMENT OF WORK The philosophy of the program is based on two major ideas. The central premise of this work is the idea that mental disorders, especially the major mental disorders of mood and thought, have their etiology in the biological functioning of the individual. As a natural consequence of this idea, treatment with psychotropic medications is the way to treat these conditions. Although psychosocial factors may be involved to varying degrees, the behavioral and symptomatic expression of mental disorders can effectively be treated first by medication.

The second idea that forms the basic philosophy of these clinics is that monitoring the effects of medication is important so as to be able to titrate the dosage

for the individual client to achieve maximum clinical efficacy with minimum side effects. Many visits to the clinic follow an episode of hospital care or are planned to manage a chronic illness such as schizophrenia. Ongoing care is the principal for these chronic conditions.

The target population includes chronically and persistently mentally ill clients, clients being discharged from Harbor Pines or the CCSU, clients being seen in outpatient counseling and clients from the community. Length of time in the program is determined by the clinical need of the client.

The services provided are initial psychiatric evaluations for the prescription of psychotropic medication and follow up visits to check and, if necessary, adjust the medication based on clinical response. The goals of the program are to safely maintain a client on their prescribed medication and to permit clients to stay out of more restrictive service settings within the limits of this type of treatment.

B. METHOD OF SERVICE PROVISION When clients are referred, or call in for services, which are the two basic ways to access services, an appointment is scheduled for a psychiatrist to perform a psychiatric evaluation that identifies target symptoms that can be managed with medication. Dosage of the medication needs to be titrated to the individual's biochemistry so there is symptom reduction at the lowest dosage level. A medical cost benefit judgment is being offered by the psychiatrist based on this evaluation. After the initial evaluation and prescription, follow-up visits are necessary to evaluate the efficacy of the medication, to monitor the client for side effects, to change or discontinue medication as necessary, and to educate the patient about the need for complying with the medication. If psychological problems need attention, the psychiatrist will refer the client to a case manager or outpatient counselor. Evaluations and medication visits are also provided by a licensed ARNP under the supervision of a credentialed psychiatrist as dictated by State statute and Circles of Care's medical staff policies.

Medical records are maintained at this facility and through the agency electronic medical records. The treatment plan is ordered by the psychiatrist and the discharge readiness is based on the psychiatrist's judgment. The psychiatrist in charge of the case is supervised by the Chief of Medical Staff. Clinics are available at 1770 Cedar Street, Rockledge; 6700 U.S. Highway One, Titusville; and 2020 Commerce Drive, Melbourne.

**ATTACHMENT B
ITEMIZED BUDGET**

AGENCY NAME: CIRCLES OF CARE, INC

PROGRAM NAME: BAKER ACT MENTAL HEALTH SERVICES

BUDGETED SERVICE	BUDGETED AMOUNT
Personnel (125 Full Time Employees)	\$1,748,507
TOTAL	\$1,748,507

ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
Circles of Care, Inc
Baker Act Mental Health Services Program

The Contractor, **Circles of Care Inc.** shall be paid a total sum not to exceed **\$1,748,507.00** in General Revenue funds for the services specified under this agreement. Compensation shall be allowed on a **Unit Cost reimbursement basis.**

In every case payment will be made subject to the receipt of the **Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2020.** Any **General Revenue** program funding covered by this agreement not expended for eligible activities by **September 30, 2020,** shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c. Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS:

The Contractor shall comply with cost principles as established in **2 CFR Part 200 Subpart E for Non-Profit Organizations.** The following pertains to Requests for Reimbursement:

- a. The County shall reimburse the Contractor for all approved budgeted costs outlined in the **Itemized Cost Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll

information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.

- c. Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT D.

MONTHLY REQUEST FOR REIMBURSEMENT FORM

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: Katrina Verdier-Lang

FINANCIAL APPROVAL: _____

BUSINESS AREA: 0001 COST CENTER: 200662 GL ACCOUNT: 5340000

VENDOR NUMBER: 004355 PURCHASE ORDER NUMBER: _____

DOCUMENT NUMBER: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: General Fund

NAME OF ORGANIZATION: Circles of Care, Inc.

NAME OF PROGRAMS: Baker Act/Mental Health Services

CONTACT PERSON: William Vintroux

PROGRAM ADDRESS: 400 East Sheridan Road, Melbourne, FL. 32901

MAILING ADDRESS: _____

E-MAIL ADDRESS: bvintroux@circlesofcare.org

TELEPHONE NUMBER: 321-722-5200 or 321-726-2955

REQUEST DATE: _____

REQUEST NUMBER: _____

FINAL PAYMENT REQUEST: YES _____ NO _____

TOTAL AMOUNT TO BE PAID: _____

I certify the services itemized on the authorization invoice have been provided and are a proper charge against the General Funds appropriate for this program:

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2019 through September 30, 2020.

Invoice Number	Date of Request	Amount Requested	Expended YTD	% YTD	Remaining Funds
					\$1,748,507.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E1
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
 (This report *must be completed in its entirety* and submitted with each Request for Reimbursement)

DATE	
FUNDING SOURCE	General Fund
NAME OF AGENCY	Circles of Care, Inc.
NAME OF PROGRAM	Baker Act/Mental Health Program
REPORTING PERIOD	
AUTHORIZED SIGNATURE AND TITLE	

1. Amount of funds expended this quarter:
2. Amount of funds expended to date:
3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.
4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and plan(s) to resolve the problem(s).
5. Has your organization experienced any (key) programmatic turnover? YES or NO, if yes please explain.
6. Did the agency provide match funding for this quarter? YES or NO, if yes explain.
 Type/Source:
 Match to Provide:
 Current Match:
 Previous Match:
 Match Remaining:
7. Did your agency leverage funding this quarter? YES or NO or N/A, if yes list the amount leveraged and source:
 Amount Leveraged:
 Source:

8. Please list any other funding your agency is currently receiving:

Other Federal Funding:

Other State Funding:

Other Local Funding:

Private Funding:

Total Funding:

9. Please report the number of unduplicated clients served in accordance to the categories listed below:

RACE	UNDUPLICATED CLIENTS SERVED (MONTHLY)	UNDUPLICATED CLIENTS SERVED (YEAR TO DATE)
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/ Alaskan Native & Black/African American		
Hispanic Origin		
Other		
TOTALS		

10. Please report the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated Adult Seniors (60 yrs. Or older)		
Number of unduplicated Adults (18-59)		
Number of unduplicated Youth (17 and under)		

11. Please indicate the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated clients served whose income has been determined extremely low (30%)		
Number of unduplicated clients served whose income has been determined very low (50%)		
Number of unduplicated clients served whose income has been determined low (80%)		
Number of unduplicated clients served whose income has exceeded the income limits		

12. Is technical assistance needed? YES or NO, if yes in what area(s)?

**ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
Circles of Care, Inc.**

FY 2019-2020 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD UNITS
9,000 unduplicated clients receiving psychiatric services including inpatient, medication management and/or evaluation.													
4,500 inpatient psychiatric discharges annually.													
The median length of stay for inpatient discharges will be no more than four (4) days (based upon the inpatient discharges, above in Outcome #2).													
65% of inpatient clients served will live in a stable housing environment (Stable Housing ÷ PERF Outcomes).													
65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record (Unique Patient Outcome ÷ All Patients) ⁱⁱ .													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

i Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs the % of clients living in a stable housing environment is calculated.

ii Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs, the % with at least one mental health outcome during the fiscal year is calculated.

ATTACHMENT F-EVALUATION PLAN FORM

AGENCY NAME: Circles of Care, Inc.

PROGRAM NAME: Baker Act Mental Health Services

FOCUSED CARE AREA: Brevard County

Have you made changes to the evaluation plan? YES NO Date Revised:

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Maintain median length of stay in a CSU / Inpatient unit to no more than 4 days	The median length of stay for all Baker Act discharges will be no more than 4 days.	Inpatient claims database	4 days	Entire population	Monthly data reporting; Quarterly performance outcome report
2. Increase the percent of clients who live in stable housing environments (based on post admission assessments)	At least 65% of inpatient clients served will live in a stable housing environment (as a measure of functional status).	Pre/Post Florida Mental Health Outcomes (a standard state of Florida outcome assessment for the Department of Children and Families)	65%	Entire population	Quarterly administration based on patient anniversary date; Quarterly performance outcome report
3. Increase the % of clients served who will have at least one	At least 65% of (unduplicated) inpatient clients served will have at least one mental health	Pre/Post Florida Mental Health Outcomes (a standard state of	65%	Entire population	Quarterly administration based on patient anniversary date;

FY 2019-2020 General Fund Agreement
Circles of Care Inc.-Baker Act Mental Health Services

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
corresponding mental health outcome measure record (FL DCF Outcome Measure)	outcome measure record during the fiscal year.	Florida outcome assessment for the Department of Children and Families)			Quarterly performance outcome report

**ATTACHMENT G
CONFIRMATION OF E-VERIFY PARTICIPATION FORM**

In accordance with Board of County Commissioners Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.

2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.

3. All vendors/contractors must meet this requirement unless:

- a. The contract is solely for goods-based procurement where no services are provided; or
- b. Where the requirement is waived by the Board of County Commissioners.

4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under Board of County Commissioners Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. Nothing in Board of County Commissioners Policy 25(III)(V) may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME Circles of Care, Inc

BID/RFP NUMBER AND NAME: _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE: William H. Vintroux

DATE: 4/10/2020

NAME: William H. Vintroux

POSITION: V.P. Business & Finance; Treasurer