

AMENDMENT ONE TO THE AGREEMENT WITH
7TH AVENUE CENTER LIMITED LIABILITY COMPANY

THIS AMENDMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and 7th Avenue Center (hereinafter called "Contractor"),

W I T N E S E T H:

WHEREAS, on February 5, 2002, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Paragraph 2.A. Maximum Amount is hereby deleted and replaced with the following:

2.A. Maximum Amount

In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$391,630) for the term of the Agreement.

2. Paragraph 4. Hold Harmless is hereby deleted and replaced with the following:

4. Hold Harmless

Contractor shall indemnify and save harmless County, its

officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

3. Paragraph 10. Compliance with Applicable Laws is hereby deleted and replaced with the following:

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996

(HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

4. Schedule A is hereby deleted and replaced with the Schedule A attached hereto.
5. Schedule B is hereby deleted and replaced with the Schedule B attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.


NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

7TH AVENUE CENTER

By: _____
Mark Church, President
Board of Supervisors

By:  _____

Date: _____

Date: 3/1/04 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

7th AVENUE CENTER: 2001-04

PROGRAM SERVICES

In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

I. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the Mental Health Services Division up to five (5) beds for San Mateo County residents who are seriously and persistently mentally ill and in need of mental health rehabilitation, treatment and long term care.

A. Admissions

All admissions are subject to prior authorization by the County. The admission of all persons receiving services under this Agreement must receive the approval of the Deputy Director of Mental Health Services or his/her designee. A signed "Authorization for Admission to IMD/State Hospital Placement" form shall indicate such approval.

B. Patient Eligibility

Contractor shall admit patients with a DSM-IV diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. Contractor may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from dementia, developmental disability, mental retardation, or physical illness (without a psychiatric component), shall not be considered for admission.

C. MHRC Service Levels

It is agreed by both Contractor and County that the basic service level fully complies with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff.

It is further agreed by Contractor that basic services will also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programming. Contractor shall provide enhanced services such as experienced clinical and rehabilitative staff such as, but not limited to, psychiatric technicians, vocational and rehabilitative counselors and recreational therapists. Programs shall target enhanced services delivery for those clients whose mental health symptoms become so severe that they are at high risk of being discharged from the facility. These enhanced services are included in the daily rate.

D. Patient Discharge Planning and Placement

Contractor shall keep a County-designated person fully informed of discharge plans and shall collaborate in pre-discharge program planning. County shall designate a facility liaison who shall be responsible for arranging community supports deemed necessary for the patient to be discharged.

E. Reporting

1. The Mental Health Services Division's Management Information System (MIS) unit will complete state required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this contract.
2. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
3. Contractor will provide to the Director of Health Services or her designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
4. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
5. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

II. GOALS AND OBJECTIVES

A. Goals

1. To modify patients dysfunctional maladaptive behavioral patterns

and develop daily living skills which will enable them to live in a less restrictive, more independent setting.

2. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour subacute care.

B. Objective

At least fifty percent (50%) of all discharged patients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

SCHEDULE B

7TH AVENUE CENTER: 2001-04

I. PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement.

A. Maximum Obligation

Contractor shall be reimbursed the cost of providing services as outlined in Schedule A subject to the following conditions:

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of THREE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$391,630) for services provided under Schedule A, of this Agreement.

1. For the first (1st) year of the contract term (January 1, 2002 through June 30, 2002), in no event shall County pay or be obligated to pay Contractor more than the sum of TWENTY-THREE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$23,430).
2. For the second (2nd) year of the contract term (July 1, 2002 through June 30, 2003), in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS (\$120,441).
3. For the third (3rd) year of the contract term (July 1, 2003 through June 30, 2004), in no event shall County pay or be obligated to pay Contractor more than the sum of TWO HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS (\$247,759).

B. Payment Terms

1. Subject to adjustment by the State Department of Health Services, for the period July 1, 2001, through June 30, 2004, Contractor shall be paid at the following negotiated rate basis: ONE HUNDRED SIXTY-FIVE DOLLARS (\$165) per client per day for MHRC Services.
2. Enhanced rates may be required for clients whose behavioral symptoms or other identified needs exceed the services provided

as part of the basic rate. In specific cases where an enhanced rate is agreed upon in advance by the County, rates will be an additional THIRTY-FIVE DOLLARS TO TWO HUNDRED DOLLARS (\$35.00 to \$200.00) per client per day over and above the basic daily rate of ONE HUNDRED SIXTY-FIVE DOLLARS (\$165.00). Should a client require one-on-one supervision longer than 24 hours while awaiting return to his/her home county, there will be an additional charge of TWO HUNDRED DOLLARS (\$200.00) per day for a period not to exceed five (5) days.

3. Under the terms of Title 22, Division 5, Section 72520, California Code of Regulations, Contractor shall be reimbursed for bed-hold days. The bed-hold rate is equal to the negotiated rate minus Department of Health Services food cost rate.
 4. County shall be responsible for billing and collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.
 5. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
 6. Payment by County to Contractor shall be monthly. Contractor shall bill San Mateo County Mental Health Division on or before the tenth (10th) working day of each month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in Paragraph B.5. of this Schedule B must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated.
- C. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- D. Claims Certification and Program Integrity (effective July 1, 2003)

Anytime Contractor submits a claim to the County for reimbursement for services provided under Schedule A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of

California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that the above claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____, California, on _____, 2004

Signed _____ Title _____

Agency _____"

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Don Moody
Contact Person: 7th Avenue Center
Address: 1171 7th Avenue
Santa Cruz, CA 95062
Phone Number: 831-476-1700 Fax Number: 831-476-6215

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? [X] Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 1st day of March, 2004 at Santa Cruz, CA
(City) (State)

[Signature]
Signature

Don Moody
Name (Please Print)

Director
Title

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: February 11, 2004

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Liz Kauk, Mental Health Services/PONY #MLH 322

CONTRACTOR: 7th Avenue Center

DO THEY TRAVEL: yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$ <u>1,000,000</u>
Motor Vehicle Liability:	\$ <u>1,000,000</u>
Professional Liability:	\$ <u>1,000,000</u>
Worker's Compensation:	\$ <u>yes</u>

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MW
7THAV-1

DATE (MM/DD/YY)
03/04/04

PRODUCER

Potter Holden & Company
900 Ashwood Parkway, Suite 100
Atlanta GA 30338
Phone: 770-399-6760 Fax: 770-399-6647

INSURED

7th Avenue Center, LLC
c/o Connie Fossum
1171 7th Avenue
Santa Cruz CA 95062

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.

INSURERS AFFORDING COVERAGE

INSURER A: Arch Specialty Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	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 type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	72FLP0556900	11/01/03	11/01/04	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 3,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					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 AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER FACILITY PROF LIAB	72FLP0556900	11/01/03	11/01/04	PER CLAIM	\$1,000,000
					AGGREGATE	\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
It is understood that San Mateo County is an additional insured solely for its vicarious liability arising out of the acts, errors or omissions of 7th Avenue Center, LLC.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
<p>INSURED</p> <p>San Mateo County Attn: Caryl Fairfull Mental Mental Health Svcs. 225 37th Ave., 3rd Floor San Mateo CA 94403</p>		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</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.</p> <p>AUTHORIZED REPRESENTATIVE <i>Charles E. Malmquist</i> Charles E. Malmquist</p>

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CG
7TRAV-1

DATE (MM/DD/YYYY)
03/08/04

PRODUCER RMI-Santa Cruz PO Box 3895 Laguna Hills CA 92654 Phone: 831-426-2090		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 7th Avenue Center 1171 7th Avenue Santa Cruz CA 95062		INSURERS AFFORDING COVERAGE INSURER A: Sutter Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR-ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	EA15073	10/20/03	10/20/04	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is hereby included as Additional Insured per attached Endorsement SI3009. *30 Days Notice Of Cancellation except *10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER

CANCELLATION

COUNTY SA County Of San Mateo Mental Health Svcs. Division Attn: Liz Kauk 225 37th Avenue San Mateo CA 94403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Tom Kelly <i>Tom Kelly</i>
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