RESOLUTION - ACTION REQUESTED 2015-335

MEETING: July 7, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Infant/Child Enrichment Services, Inc. (ICES) 2015 Child Care Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Infant/Child Enrichment Services (ICES) to provide child care services in an amount not to exceed $67,281; and authorize the Board of Supervisors Chair to sign the agreement.

The Department of Human Services, Social Services, Employment Services unit, contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

In twelve months of fiscal year 2014/2015, we have served an average of eight (8) families per month and eleven (11) children per month, at a total average cost of $3157.00 per month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing agreement was approved by the Board on June 17, 2014 by Resolution 2014-284.

The Board entered into an agreement with ICES in 1998 (Resolution 98-281) and has continued to renew this contract for services annually since that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
In order to comply with Division 9 of the Welfare and Institutions Code, the Department of Human Services Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Department would be challenged to provide child care services efficiently.
FINANCIAL IMPACT:
This contract is budgeted in the FY2014-2015 budget for Social Services 001-0501 line item 04-42. There is no financial impact to the County’s General Fund.

ATTACHMENTS:
ICES contract 2016 Exhibits A B C V2 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hoeben, CAO 7/2/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
CONTRACT FOR SERVICES

This Contract made this __th day of July, 2015 between:

COUNTY: MARIPOSA COUNTY
Department of Human Services
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

and

CONTRACTOR: INFANT / CHILD ENRICHMENT SERVICES, INC.
20993 Niagara River Drive
Sonora, CA 95370

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2015 and shall terminate on June 30, 2016 unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 Contract Management: Contractor shall report to the Human Services Director (Department Head) who will review the activities and performance of the Contractor and administer this Contract.
ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by Human Services Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of Sixty Seven Thousand Two Hundred Eighty One Dollars ($67,281). The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services.

or

[X] Incremental payments based on the following schedule:

As outlined in Exhibit B.

Not to exceed $67,281.
4.02 **Invoices**: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.

4.03 **Date for Payment of Compensation**: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses**: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities**: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification**: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance**: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers
and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 Workers’ Compensation: During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.06 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 State and Federal Taxes: As Contractor is not County’s employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.
5.08 Records: It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.09 Contractor’s Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.10 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor’s duties under this Contract.

6.02 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF CONTRACT

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at
County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
8.03 Partial Invalidity: If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person and as called out in Exhibit C.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

CONTRACTOR:

ICES

By: [Signature] 6/1/15
Evelyn Thompson (date)
Executive Director

COUNTY:

County of Mariposa

By: [Signature] 7-7-15
Merlin Jones, Chair (date)
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

By: [Signature] 7-7-15
Steven W. Dahlem
County Counsel
EXHIBIT A

WHEREAS, in accordance with current Federal TANF legislation, AB1542 and all applicable State and Federal requirements; and

WHEREAS, COUNTY consistent with the purpose of Welfare Reform/CalWORKs desires to engage CONTRACTOR to render certain services;

CONFIDENTIALITY: CONTRACTOR agrees to comply and to require employees to comply with the provisions of Welfare and Institutions Code 10850 to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of this Agreement will be kept confidential and will not be open to examination for any purpose not directly related to such administration. No person will publish or disclose, use or permit, or cause to be published, used or disclosed any confidential information pertaining to a recipient. CONTRACTOR agrees to inform all of its employees, agents and subcontractors on this provision, and further agrees that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

CHILD ABUSE REPORTING: CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the Child Protective Services Agency as defined in Penal Code Section 11165. This requirement shall include a statement by all employees performing services under this Agreement that they know of the reporting requirements and will comply with them. Further, procedures shall be established to ensure reporting even when employee, consultants or agents who are not required to report child abuse gain knowledge of applicable laws.

GRIEVANCES: CONTRACTOR agrees to provide in accordance with regulations governing Welfare Reform, a system through which recipients of service shall have the opportunity to grieve or complain regarding service.

COMPLIANCE: CONTRACTOR agrees to comply with all rules, regulations, requirements and directives of the California State Department of Social Services which impose duties and limitations upon COUNTY which are equally applicable to and made binding upon CONTRACTOR as though made with CONTRACTOR directly.

REPORTS: Reports will be submitted on a semi-annual basis to COUNTY addressing activities outlined here in Exhibit A.
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.
Submit child care payment projection worksheets to the Human Services Department (HSD) upon request.

Submit billing statements to HSD by the 30th of each month for reimbursement of program costs.

Advise HSD of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HSD regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HSD. Submit information for DSS reports regarding Stage I funds expended to HSD by the 10th of the following month.

**Department of Human Services will be responsible for the following duties:**

Send referral to ICES staff to document the need for child care for applicable clients. The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular client's need for child care utilizing a mutually agreed upon form.

Provide ICES with a two-month advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.
EXHIBIT B

COUNTY shall pay CONTRACTOR a maximum amount of Sixty Seven Thousand Two Hundred Eighty One Dollars ($67,281) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2015 through June 2016. Claims and reports are based on the “Cash Method” of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 29% administrative fee to cover CONTRACTOR’s administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .29 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. An invoice will be submitted by CONTRACTOR by the end of each month to be paid by COUNTY by the 15th of the next month. CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. Each approved claim will be paid except for the June claim. The June claim will be used to offset any remaining advance. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR’s comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker’s Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.
EXHIBIT C

VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT  Infant/Child Enrichment Services, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 9800 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance, and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/1/15
Date

Vendor's Signature

20993 Niagara River Drive, Sonora, CA 95370
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

APPROVED AS TO FORM:

STEWART R. TOLCHER
STEVEN W. DAHLEM
COUNTY COUNSEL

(08/13/01) Modified 9/28/08