

EDUCATION SERVICES
PURCHASE OF SERVICE AGREEMENT
Custer City Private School, Custer City, PA

This AGREEMENT is made between Warren County School District, whose principle place of business is 6820 Market Street, Russell, PA 16345, hereinafter referred to as the "Home District" and the Children's Center for Treatment and Education d/b/a Beacon Light Behavioral Health Systems which operates Custer City Private School at 945 South Avenue, Custer City, PA 16725, hereinafter referred to as the "CCTE" and shall be in force and effect from July 1, 2019 through June 30, 2020 inclusive.

WHEREAS, CCTE, is licensed and approved by the Pennsylvania Department of Education to provide education services for children and youth, and is desirous of making such services available to the Home District, when appropriate: and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties, intending to be bound hereby, it is mutually understood and agreed as follows:

1. The Home District is choosing to purchase educational services for their students attending CCTE Educational programs.
2. The tuition costs shall be determined by the classification of the students served, as listed below.

Alternative Education for Disruptive Youth "AEDY"	\$126.50 per day \$63.25 per half day
Special Education* *	\$160.00 per day \$80.00 per half day
Life Skills	\$191.00 per day \$95.50 per half day
Autism Classroom	\$258.50 per day

** All rates are established based upon the cost of services. In the event that a student receives services only part of the day, the per day cost shall be pro-rated and the Home District shall only be responsible for paying for the portion of the day that the student received services.

3. As the Host District, Bradford Area School District will invoice the Home District on a monthly basis for tuition costs for the preceding month for District students enrolled in the Education Program.
4. The Home District will remit to the Host District, Bradford Area School District, on a monthly basis, the cost for tuition services provided to Home District students. As the Host District, Bradford Area School District will in turn, on a monthly basis, remit payment to CCTE for said tuition costs.
5. Related Services (including Nursing Services, Speech, Occupational and Physical Therapy) that are requested by the Home District will be billed directly to the Home District from the rendering provider or will be billed by CCTE to the Home District for reimbursement. CCTE shall not invoice the District for any Related Service unless the Related Service is requested by the Home District.

6. The Home District and CCTE mutually agree to complete the required regulatory paperwork for special education students. This includes, but may not necessarily be limited to: the ER (Evaluation Review), the IEP (Individual Education Plan) and the NOREP (Notice of Recommended Educational Placement). As used in this Agreement, the term "IEP" or "Individualized Education Plan" shall refer to, and include, any applicable IEP and/or GIEP (Gifted Individualized Education Plan).

7. Placement Process

A. Upon referral of a student, the Home District shall provide the CCTE with an Individualized Education Plan, Evaluation Report, and a medical history as a minimum and, where available and applicable, related school information, psychological and psychiatric evaluations.

B. CCTE shall cooperate with the Home District in arranging a pre-placement conference with the students and their parent or guardians. The participants may include, but not be limited to, the child, parent or guardian, Home and Host District staff, and county caseworker or probation officer.

C. When the CCTE agrees to accept the student into the program, the Host District shall provide the CCTE with the student's books and student network access for academic purposes, prior to or upon the date of placement, or as soon as the information is available.

D. The CCTE will request, in writing, any necessary information about the child and his/her parent or guardians that has not been received from the Home District within fourteen (14) calendar days following placement of child. A copy of the request will be kept in the child's record.

8. Services

The CCTE shall ensure that its staff has all of the required certifications under the requirements of the Commonwealth of Pennsylvania's Department of Education to provide services to the Home District in accordance with the terms of this Agreement. In addition, the Host District and CCTE will mutually agree upon a procedure to ensure that accurate documentation is being completed on educational reviews of IEP goals and objectives. The CCTE agrees to complete academic progress reports and report cards utilizing Host District forms on the schedule required by the Host District. The Parties agree that the CCTE shall be responsible for ensuring that the requirements of a student's IEP, as established by the Host District with input from the CCTE, are met in all respects and that the students are provided with a free and appropriate public education.

9. Reports

The CCTE shall submit to the Home District and parents, quarterly progress reports pertaining to a student's Individualized Education Plan in such format as the Home District may request.

10. Transportation

The Home District shall be responsible for all student transportation associated with fulfilling the terms of this Agreement.

11. Attendance

The CCTE will maintain daily attendance records on all students and provide copies of attendance reports to the District.

12. Confidentiality

The CCTE and the Home District, their agents and employees shall perform their respective obligations under this Agreement in such a manner as to ensure that records, names and identities of persons shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of

this Agreement. In addition, the CCTE will be bound and follow the same rules of confidentiality and protection from disclosure of educational records as governs the District, including the Family Educational Right to Privacy Act, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act as well as the provisions of Chapter 12 of the State Board of Education Regulations. The CCTE further agrees to deliver to the District every document, computer disc, software program or records, diary, memorandum in any form whatsoever that may contain confidential education related information upon termination of this Agreement. The District agrees abide by the terms and conditions of the Business Associate Agreement, which is attached hereto and made a part of this Agreement. At the time of the execution of this Agreement, the parties shall also execute a separate FERPA Confidentiality Agreement in the form provided by the District.

13. Insurance

The CCTE shall, at its sole cost and expense, procure and maintain, so long as this Agreement is in effect, insurance covering the performance of the services rendered by CCTE and its employees and subcontractors under this Agreement in accordance with the limits specified below.

In addition to the insurance coverage and limits specified herein, the CCTE shall obtain any other insurance coverage as may be required by law.

A. General Liability Insurance

1. Limits of Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
2. Coverage: Premises operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees, subcontractors, and volunteers as additional insured, joint liability and broad form property damage (including completed operations).

B. Professional Liability Insurance

1. Limit of Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
2. Coverage for occurrences happening during the performance of services required under this Agreement shall be maintained in full force and effect under the policy. The policy shall include tail coverage for up to a two-year period of exposure.

C. Automobile Liability

1. Limit of Liability: \$1,000,000 per person, \$2,000,000 per accident
2. Coverage: Owner, non-owned and hire vehicles. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the Commonwealth of Pennsylvania and shall list the Home District as an additional insured. Failure to maintain insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the CCTE from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the CCTE under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against Home District, its agents, directors, officers, or employees, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

14. Relationship of Parties

The Parties agree that they conduct completely separate businesses and affairs, are separate entities, and are not partners or joint ventures in any sense whatsoever. The Parties further agree that CCTE and

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CCTE's employees, agents and subcontractors are independent contractors and not employees, agents or representatives of the Home District.

15. Hold Harmless/indemnification

A. CCTE agrees to assume, and shall assume, all risk and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the CCTE. The CCTE agrees to indemnify, defend and hold harmless the Home District, its directors, officers, agents and employees for, or on account of any damage, injury, or loss, including the Home District's cost of litigation and attorneys' fees resulting from the actions, or inactions, of the CCTE, the CCTE's agents or employees, or a subcontractor of the CCTE, in fulfilling the terms and obligations of this Agreement. The Parties agree that the terms of this provision, and the CCTE's obligations imposed by this provision, shall survive the termination of this Agreement and shall cover all claims, regardless of when a claim is asserted.

B. The CCTE hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or default which cannot reasonably be foreseen or provided against.

16. Licensure

The CCTE shall notify the Host and Home District, in writing, within five working days of any loss of its Licensure for any of the services being provided to the District in accordance with this Agreement.

17. Clearances

CCTE shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* for any CCTE employee, agent, or subcontractor (that is approved pursuant to Section 18 of this Agreement) who will have direct contact children.

18. Assignment

Neither this Agreement, nor any of CCTE's rights or obligations hereunder, may be assigned to any other party without the prior written consent of the Home District.

19. Cooperative Efforts

As requested by the Home District, the CCTE agrees to make its staff available to participate in evaluations, IEP meetings, hearings and similar sessions or meetings participated in by the Home District to evaluate, make educational decisions for or otherwise meet the needs of students served mutually by the Host and or Home District and CCTE.

20. Termination

If either party violates any of the covenants or conditions of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving at least thirty (30) days written notice of said termination and specifying the effective date of said termination.

All contractual matters relating to the provision of the service by the CCTE shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by the CCTE to the Home District. In settling the contractual matters, the Parties agree that

the payment amount contained in Section 2 of this Agreement shall be pro-rated, with CCTE being entitled to compensation for only those services that were provided prior to the date of termination and in compliance with the terms and conditions of this Agreement.

21. Entire Agreement/Modification

This Agreement embodies the entire understanding between the Parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification to this Agreement may be made except in a writing signed by the Parties hereto and approved by the Home District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

22. Savings Clause

All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto.

Additionally, any court (or arbitrator) construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the Parties hereto as if the invalid section, sentence, or provision had never been inserted.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

Service Provider

Children's Center for Treatment and Education
d/b/a Beacon Light Behavioral Health Systems
800 East Main Street
Bradford, PA 16701



Jennifer Gesing, Executive
Director
Date: 08-22-2019

Purchaser

Warren County School District

President, Board of School
Directors

ATTEST:

Secretary, Board of School
Directors

Date: _____

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”), is made and entered into as of this **1st day of July 2019**, by and between Children’s Center for Treatment and Education, administrative office at 800 East Main Street, Bradford, PA 16701 (“Covered Entity”), and Warren County School District at 6820 Market Street, Russell, PA 16345 (“Business Associate”), to address the parties responsibilities under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated thereunder, including without limitation, the Standards for Privacy of Individually Identifiable Health Information (the “HIPAA Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information (the “HIPAA Security Rule”) set forth at 45 C.F.R., Parts 160 and 164; and

WHEREAS, Covered Entity has contracted the services of Business Associate that may involve the use and disclosure of Protected Health Information (“PHI”) (as that term is defined below); and

WHEREAS, the HIPAA Privacy and Security Rules require Covered Entity to enter into this Agreement with Business Associate to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI that Business Associate receives from, creates or receives on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 Health Care Operations shall have the meaning defined in 45 C.F.R. §164.501, as currently drafted and subsequently amended.

1.2 Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a healthcare provider, health plan, or healthcare clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.3 Protected Health Information (“PHI”) shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. PHI shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) employment records held by Covered Entity in its role as employer.

1.4 Designated Record Set shall mean a group of records maintained by or for Covered Entity that is (i) the medical records and billing records about individuals maintained by or for Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about individuals. As used herein the term, “Record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

1.5 Affiliated Covered Entity shall mean another legal entity that shares common ownership and/or control with Covered Entity and with whom Covered Entity has elected to be designated as a single Covered Entity for purposes of the HIPAA Privacy and Security Rules.

1.6 Catch-all definition. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules.

2. PERMISSIVE AND REQUIRED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

2.1 Contractual Obligations. Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI necessary to perform its obligations as may be required under any and all applicable oral or written contracts with Covered Entity provided that such use or disclosure of PHI would not violate the HIPAA Privacy or Security Rules if done by Covered Entity. All other uses and disclosures not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by Covered Entity.

2.2 Business Activities. Unless otherwise limited herein, Business Associate may:

- a. Use PHI in its possession for Business Associate's proper management and administration and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under the HIPAA Privacy and Security Rules and any other applicable federal and state privacy laws.
- b. Disclose the PHI in its possession to third parties for the purpose of Business Associate's proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity in writing, (i) that the disclosures are required by law; or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- c. Aggregate the PHI in its possession with the PHI of other Affiliated Covered Entities that Business Associate has in its possession through its capacity as a business associate to such other Affiliated Covered Entities provided that the purpose of such aggregation is to provide Covered Entity with data analysis relating to the Health Care Operations of Covered Entity. Business Associate will not disclose PHI obtained from Covered Entity to another non-affiliated covered entity absent written authorization from Covered Entity.
- d. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR §164.514(b) and that Business Associate maintains such documentation as required by applicable law, as provided for in 45 CFR §164.514(b). The parties understand that properly de-identified information is not PHI under the terms of this Agreement.
- e. Use PHI to report violations of law to appropriate federal and state authorities consistent with 45 CFR §164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to:

- a. Not use or further disclose the information other than as permitted or required by this Agreement or as required by law;
- b. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Agreement.
- c. Report to Covered Entity in writing, any use or disclosure of PHI that is not permitted or required by this Agreement, or any security incident, of which it becomes aware within 10 days of Business Associate's discovery of such unauthorized use or disclosure or security incident.
- d. Ensure that any agent, including a subcontractor to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to PHI, and agrees to implement reasonable and appropriate safeguards to protect such information.
- e. Use appropriate safeguards to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of the PHI. Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Rule, and shall comply, where applicable, with the HIPAA Security Rule, to prevent use or disclosure of the information other than as provided for by this Agreement.
- f. Make available all of its internal records, books, agreements, policies, and procedures relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity to the Secretary of the U.S. Department of Health and Human Services ("HHS") for the purposes of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules.
- g. Document uses and disclosures of PHI and within thirty (30) days of Covered Entity's request, make available such documentation to Covered Entity for an accounting of the individual's PHI as required by 45 C.F.R. §164.528.
- h. Make available to Covered Entity all records, books, agreements, policies and procedures relating to Business Associate's use and disclosure of PHI for purposes of determining Business Associate's compliance with the terms of this Agreement.

- i. If records containing PHI constitute a Designated Record Set, Business Associate agrees to provide access to PHI at the request of Covered Entity and make available PHI for amendment and incorporate any amendments as directed by Covered Entity, all in accordance with applicable law.
- j. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the HIPAA Privacy Rule, comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity hereby agrees:

- a. To inform Business Associate of any change(s) in its Notice of Privacy Practices (the "Notice") that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, to the extent that any such change(s) may affect Business Associate's use or disclosure of PHI, and to provide the Business Associate a copy of the Notice currently in use.
- b. To inform the Business Associate of any changes in, or revocation of, the consent or authorization provided to Covered Entity by individuals to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI pursuant to 45 C.F.R. §164.506 and §164.508.
- c. To notify the Business Associate of any restrictions on use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 agreed to by Covered Entity.
- d. That Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy or Security Rules even if done by Covered Entity.

3.3 Data Breach Notification Requirements. Covered Entity and Business Associate shall each comply with the HHS Final Rule on Breach Notification for Unsecured Protected Health Information ("Notification Rule"). Business Associate shall alert Covered Entity immediately if it discovers an actual or suspected breach of unsecured PHI (as defined in the Notification Rule) in connection with Covered Entity data acquired, accessed, used, or disclosed by Business Associate or its agents, or Covered Entity data stored at or transmitted through a Business Associate-managed data center or Business Associate-managed servers or networks. Business Associate shall provide, either in conjunction with the above notification, or promptly thereafter as information becomes available and to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the breach. As between Covered Entity and Business Associate, the Covered Entity shall have final authority to determine whether a breach of unsecured PHI has occurred, whether HHS notification requirements have been triggered, and the necessity for and content of any required notifications. Business Associate shall cooperate fully to assist Covered Entity in identifying individuals potentially affected by the breach, conducting the risk assessment required by the Notification Rule, and providing any required notifications. To the extent that the breach of unsecured PHI resulted from acts or omissions of Business Associate or its agents, Business Associate shall be responsible for all costs reasonably incurred by Covered Entity or Business Associate as a result of such breach. Business Associate shall train the members of its workforce who provide services to Covered Entity with respect to the requirements of the Notification Rule, as necessary and appropriate for those persons to carry out their job duties and comply with the foregoing obligations.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective on the date specified above, and shall terminate when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy PHI, when protections are extended to such information in accordance with paragraph 4.3 of this Section.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, and if Business Associate does not cure the breach or end the violation within the specified time, Covered Entity shall terminate this Agreement and any related agreement/amendments; or
- b. Immediately terminate this Agreement and any related agreements if Business Associate has breached a material term of this Agreement and cure is not possible.

4.3 Effect of Termination.

a. Immediately upon termination of this Agreement or within sixty (60) days thereafter, Business Associate agrees to return or destroy all PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, and to retain no copies thereof. Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents and return it to Covered Entity.

b. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify Covered Entity in writing that it has determined that it is not feasible to return or destroy the PHI and the specific reasons for such determination. In the event that Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall extend any and all protections, contained in this Agreement to the Business Associate's use and/or disclosure of PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those purposes that make the return or destruction of the information not feasible. Additionally, upon termination of this Agreement, if it is not feasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of such subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

5. MISCELLANEOUS

5.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy or Security Rule means the section as in effect or as amended.

5.2 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the HIPAA Privacy and Security Rules.

5.3 Survival. The respective rights and obligations of Business Associate under Section 4.3 related to "Effect of Termination" shall survive the termination of this Agreement.

5.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy and Security Rules.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the effective date stated above.

Covered Entity:

Business Associate:

By:



By: _____

Print Name: Jennifer Gesing

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: August 22, 2019

Date: _____