

**SUB-GRANT BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
AND
XXXXXX**

(Civil Money Penalty Sub-Grant)

THIS SUB-GRANT made and entered into by and between the **DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR**, an administrative agency of the **STATE OF MISSISSIPPI**, hereinafter referred to as “DOM,” and **XXXXXX**, hereinafter referred to as “Sub-grantee.”

WHEREAS, 42 C.F.R. §§ 488.430-44, as authorized by sections 1819(h) and 1919(h) of the Social Security Act, provide that federally imposed Civil Money Penalties (CMP) funds may be used to support activities that benefit residents of Long Term Care (LTC) Facilities, including (1) assistance and development of resident or family councils, (2) promotion of “culture change/quality of life” in projects that involve multiple nursing homes, (3) development and dissemination of relevant consumer information, (4) preparation and assistance for certain residents experiencing a facility transition, and (5) training in facility improvement initiatives that are open to multiple nursing homes;

WHEREAS, DOM established a CMP program to facilitate the use of Federally Imposed CMP funds to support activities that protect, support, and benefit residents living in nursing facilities;

WHEREAS, Sub-grantee submitted to DOM and the Centers for Medicare and Medicaid Services (CMS) an application for CMP funds for **XXXXXX**; and

WHEREAS, Sub-grantee’s application was approved by CMS and DOM.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- I. SCOPE OF WORK:** The Scope of Work provisions for this Sub-grant shall be as described in the CMP Funding Application (Attachment A) dated **XXXXXX**, which is incorporated as fully as if set forth herein and the CMS Award Letter (Attachment B) dated **XXXXXX**, which is incorporated as fully as if set forth herein. Sub-grantee agrees to perform activities in accordance with Attachments A and B, including, but not limited to:
 - A. Submission of quarterly reports to CMS and DOM;
 - B. Submission of follow-up reports to CMS and DOM;

- C. Submission of final report to CMS and DOM;
 - D. Provide CMS with a copy of the written Agreement with DOM regarding this project and CMP funding; and,
 - E. Perform any and all other required activities, deliverables, and reporting as described in Attachments A and B.
- II. TERM:** The term of this Sub-Grant shall commence on **XXXX**, and expire on the completion of the project but no later than **XXXXXX**, unless this Sub-Grant is terminated pursuant to paragraph XVI of this Sub-Grant or extended by mutual agreement of the parties and CMS approval.
- III. REIMBURSEMENT:** Total reimbursement shall not exceed \$**XXXX** for the term of this Sub-Grant. This is the maximum reimbursement amount that CMS has approved for the State of Mississippi, as described in Attachment B. Reimbursement is contingent upon Sub-grantee submitting all reports required by CMS.
- IV. BILLING AND DOCUMENTATION OF TASKS:** Billing for the tasks performed at the cost specified in paragraph III above will be made by Sub-grantee on a form prescribed by DOM for such purposes.
- V. E-PAYMENT AND PAYMODE:**
- A. **E-PAYMENT:** Sub-grantee agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle.
 - B. **PAYMODE:** DOM requires Sub-grantee to submit invoices electronically throughout the term of the Sub-Grant. Sub-grantee's invoices shall be submitted to DOM using the processes and procedures identified by DOM. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Sub-grantee's choice. Sub-grantee understands and agrees that the State of Mississippi is exempt from the payment of taxes. All payments shall be made in United States currency.
- VI. REPORTING OF SUB-GRANT ACTIVITY:**
- A. **QUARTERLY REPORTS:** Following the date of the award and continuing for twelve months or completion, whichever occurs later, Sub-grantee shall submit quarterly reports on the status of the project to DOM and CMS. Failure by Sub-grantee to submit a quarterly progress reports shall result in forfeiture of any future grant award distributions. Such reports shall comply with Attachment B, be in the format required by DOM, and provide a summary of Sub-grant activity since the prior report. Reports shall be due no later than thirty (30) days after the end of

each quarter. In addition, each quarterly report shall address CMS quality measures and activity participation.

- B. FOLLOW-UP REPORT: Within five (5) days of completion of the Sub-Grant, Sub-grantee shall submit a follow-up report to CMS and DOM. The report will include a financial statement accounting for the use of all Sub-Grant CMP funds. The statement shall be certified as true, complete, and accurate by the Chief Executive Officer or the Chief Financial Officer of the organization, or at DOM's request, audited in accordance with generally accepted accounting principles by a certified public accountant acceptable to DOM.
- C. FINAL REPORT: Within six (6) months of completion of the Sub-Grant, Sub-grantee shall submit a final report to CMS and DOM and shall include: (1) the purpose of the Sub-Grant, (2) the expected outcomes, (3) the actual outcomes, (4) the number of residents that benefited from the project, (5) the status of the action plan for sustainability if the project will continue beyond the grant funding period, and (6) all other requested information described in the Award Letter.
- D. As further provided for in paragraphs XXXII and XXXIII of this Sub-grant, DOM may from time to time arrange a visit to Sub-grantee to review Sub-grant activities, and Sub-grantee shall provide and make available to DOM, in a time and manner determined by DOM, all documentation, information, and/or records necessary for DOM to fulfill any of its own documentation and/or reporting requirements, if any, regarding this Sub-grant.
- E. Reports and documentation required under this Sub-grant shall be sent to:

For DOM: CMP Sub-grant director
CMPSGrants@medicaid.ms.gov

For CMS: Stephanie M. Davis, M.S., R.D.
Chief, LTC Certification & Enforcement Branch
Centers for Medicare & Medicaid Services
Sam Nunn Atlanta Federal Center
61 Forsyth Street, S.W., Suite 4T20
Atlanta, Georgia 30303

VII. DOM RESPONSIBILITIES: Upon execution of the Sub-Grant, the CMP funds will be distributed by DOM pursuant to the terms of this Sub-Grant.

VIII. ADMINISTRATION: The conduct and administration of this project as well as all aspects of the fiscal management of this Sub-Grant and compliance with the terms contained herein are the sole responsibility and under the sole control of Sub-grantee. No employee of DOM shall be involved in decisions concerning the disposition or control of the CMP funds after delivery of the funds to Sub-grantee.

- IX. COORDINATION OF TASKS:** Sub-grantee shall coordinate the performance of the tasks to be provided hereunder with and through DOM's **Office of Long Term Care**, and consult with said Office on specific courses of action which should be pursued.
- X. RETURN OF FUNDS:** In the event that Sub-grantee ceases or discontinues the project or activity for which the CMP funds were intended to be used, Sub-grantee shall immediately notify DOM and any unused CMP funds shall be returned to DOM immediately, without unreasonable delay, and no later than thirty (30) days after the project was ceased or discontinued. If, during the term of the Sub-Grant, Sub-grantee wishes to utilize any portion of the CMP funds for purposes other than or different from those outlined in Attachment A, Attachment B, or this Sub-Grant, Sub-grantee shall submit a written request to DOM to do so. DOM shall not be obligated to agree Sub-grantee's request in whole or in part. Should the parties be unable to agree on the prospective use of the then remaining CMP funds contained in the Sub-Grant Award, DOM shall have the right to terminate this Sub-Grant, and Sub-grantee shall return all unused CMP funds to DOM to be handled in accordance with federal law.
- XI. RELATIONSHIP OF SUB-GRANTING PARTIES:** Sub-grantee shall, at all times, be regarded as an independent Sub-Grantee and shall at no time act as an agent for DOM or the State of Mississippi. Nothing herein shall be deemed or construed by DOM, Sub-grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between DOM, the State of Mississippi, and Sub-grantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DOM, the State of Mississippi, or Sub-grantee hereunder, create or shall be deemed to create a relationship other than the independent relationship of DOM, the State of Mississippi, and the Sub-Grantee. Sub-grantee shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DOM or the State of Mississippi. For all purposes under this Sub-Grant:
- A. Neither Sub-grantee nor its employees are deemed to be employee(s) with classified service or subject to the State's state-wide Personnel System.
 - B. It is further understood that the reimbursement expressed herein constitutes full and complete reimbursement, and in view of the fact that DOM is entering into this Sub-Grant with Sub-grantee as a grantee/Sub-grantee relationship, no withholding or deductions are being made for any purpose from said agreed amount. Sub-grantee shall be solely responsible for any Social Security, Federal Income Tax, State Income Tax, and other insurance contributions and payments.
- XII. ENTIRE UNDERSTANDING:** This Sub-Grant, including all attachments, constitutes the entire understanding between Sub-grantee and DOM regarding this Sub-Grant. This Sub-Grant supersedes any prior understandings, agreements, or

representations by or between the Sub-Granting parties, written or oral, to the extent they related in any way to the subject matter hereof.

XIII. NON-ASSIGNMENT AND SUB-GRANTING; CHANGE OF OWNERSHIP: Sub-grantee shall not assign, further Sub-Grant, or otherwise transfer this Sub-Grant, in whole or in part. Any attempted assignment or transfer of its obligations shall be null and void. Sub-grantee is accountable and responsible for all CMP funds entrusted to it. If a change in ownership occurs after CMP funds are granted or during the course of the project completion, the project leader shall notify CMS and DOM within five (5) days. The new ownership shall be disclosed as well as information regarding how the project shall be completed. A written letter regarding the change in ownership and its impact on this Sub-Grant shall be sent to CMS and DOM.

XIV. AUTHORITY TO SUB-GRANT: Sub-grantee warrants: (a) that it has valid authority to enter into this Sub-Grant; (b) that it is qualified to do business and in good standing with all applicable federal and state regulatory and/or licensing agencies, including absence of any pending enforcement actions that could result in the closure of the facility or any outstanding sanctions by DOM or CMS; (c) that entry into and performance under this Sub-Grant is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; (d) that it has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this Sub-Grant; and, (e) notwithstanding any other provision of this Sub-Grant to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Sub-Grant.

XV. MODIFICATION OR AMENDMENT: Modifications or amendments to this Sub-Grant may be made upon mutual agreement of the parties, in writing signed by the Sub-Granting parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Sub-Grant.

XVI. TERMINATION: The performance of Sub-grantee in accomplishing the purposes of this Sub-Grant will be evaluated by DOM relative to the achievement of the specific objectives and outcomes set forth in Sub-grantee's proposal. DOM reserves the right at any time during the term of this Sub-Grant to terminate this Sub-Grant following a thirty (30) day written notice to Sub-grantee of DOM's determination, in its sole discretion, of the failure or likely failure of Sub-grantee's project to attain the objectives and/or outcomes or benefits anticipated, or that the program outcomes are significantly fewer or less than expected. In the event of such termination, DOM will have no further obligation to provide CMP funds pursuant to this Sub-Grant.

- XVII. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Sub-Grant is by the courts or other judicial body held to be illegal or in conflict with applicable law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Sub-Grant did not contain that particular part, term, or provision held to be invalid.
- XVIII. CONFIDENTIALITY:** Sub-grantee agrees that it shall not use or disclose for any purpose any information concerning any recipient of services or provider of services that it may have access to or have knowledge of as a result of performing tasks for DOM under this Sub-Grant. However, the obligation of confidentiality shall not apply to information that is required to be disclosed pursuant to law or the legal process. In such case, Sub-grantee shall notify DOM without unreasonable delay and at least five (5) days in advance of the disclosure. This confidentiality agreement survives the term of this Sub-Grant between DOM Sub-grantee.
- XIX. APPLICABLE LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Sub-grantee shall comply with applicable federal, State of Mississippi and local laws, regulations, policies, and procedures as now existing and as may be amended or modified.
- XX. COMPLIANCE WITH LAWS:** Sub-grantee understands that DOM is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, religion, or any other consideration made unlawful by federal, State of Mississippi, or local laws. All such discrimination is unlawful and Sub-grantee agrees during the term of this Sub-Grant that it will strictly adhere to this policy in its employment practices and performance of tasks under this Sub-Grant, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment. Sub-grantee shall comply with, and all activities under this Sub-Grant shall be subject to, all applicable federal, State of Mississippi, and local laws, regulations, policies, and procedures related to unlawful discrimination, as now existing and as may be amended or modified.
- XXI. ETHICAL STANDARDS AND LOBBYING:** Sub-grantee shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, an appearance of impropriety, or personal gain. This Sub-Grant shall not be used in any way to carry on propaganda, influence a political campaign, or otherwise attempt to influence legislation, state or federal.

XXII. PROPERTY OR EQUIPMENT ACQUISITION: Provided expenditures for capital acquisition are specifically included in this Sub-Grant, Sub-grantee may utilize the CMP funds for such purposes. At the close of the Sub-Grant period, title to all equipment acquired by Sub-grantee in accordance with the terms of this Sub-Grant shall remain vested with Sub-grantee.

XXIII. OTHER PROHIBITED USES: In addition to uses otherwise prohibited by state and federal law or this Sub-Grant, CMP funds may not be used: (1) to pay for capital improvements to a nursing home, or to build a nursing home; (2) to pay for nursing home services or supplies that are already the responsibility of the nursing home, such as laundry, linen, food, heat, staffing costs, etc.; (3) to pay the salaries of temporary managers who are actively managing a nursing home; (4) to recruit or provide LTC Ombudsman certification training for staff or volunteers, or investigate and work to resolve complaints; (5) for general operations or administrative salaries; (6) for facility maintenance activities intended to meet the minimum standards for nursing facilities as set forth in 42 C.F.R. Part 483; (7) for vendor payments and payroll obligations for a facility's normal operations or for fulfillment of state or federal requirements; (8) for costs related to travel, bonuses, or other direct employee benefits; (9) for costs that are not specifically outlined in the applicant's grant proposal or are already included in the facility's cost report; or, (10) for projects, programs, goods, or services unrelated to improving the quality of life or quality of care of nursing facility residents.

XXIV. RESOLUTION OF FACTUAL DISPUTES: If possible, any dispute concerning a question of fact arising under this Sub-Grant shall be resolved through good faith negotiations between duly authorized representatives of DOM and Sub-grantee.

XXV. NON-WAIVER OF BREACH: No assent, expressed or implied, by the Sub-Granting parties hereto to the breach of the provisions or conditions of this Sub-Grant shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Sub-Grant.

XXVI. NON-WAIVER OF OTHER RIGHTS, POWERS, AND REMEDIES: No delay or omission by either Sub-Granting party to this Sub-Grant in exercising any right, power, or remedy hereunder or otherwise afforded at law, or in equity shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Sub-Granting party to this Sub-Grant shall be valid unless set forth in writing by the Sub-Granting party making said waiver. No waiver of or modification to any term or condition of this Sub-Grant will void, waive, or change any other term or condition. No waiver by one Sub-Granting party to this Sub-Grant of a default by the other Sub-Granting party will imply, be construed as, or require waiver of future or other defaults.

XXVII. INDEMNIFICATION: Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate DOM, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principals, agents, and employees in the performance of or failure to perform this Sub-Grant. In DOM's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc.

XXVII. THIRD PARTY ACTION NOTIFICATION: Sub-grantee shall give DOM prompt notice in writing of any action or suit filed and prompt notice of any claim made against Sub-grantee by any entity that may result in litigation related in any way to this Sub-Grant.

XXVIII. NOTICES: Any notice from one Sub-Granting party to the other under this Sub-Grant shall be in writing and shall be sent to the other Sub-Granting party by U.S. Mail, postage prepaid, at its principal business address, unless changed by either Sub-Granting party hereto by written notice similarly given.

XXIX. STRICT PERFORMANCE: It is expressly understood and agreed that strict performance of the terms and provisions of this Sub-Grant shall be deemed the essence of this Sub-Grant.

XXX. FORCE MAJEURE: Each Sub-Granting party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or task, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such Sub-Granting party. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Sub-grantee shall notify DOM immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless DOM determines it to be in its best interest to terminate the Sub-Grant.

XXXI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: No protected health information ("PHI") shall be shared between DOM and Sub-grantee under this Sub-Grant. Notwithstanding the foregoing, all activities under this Sub-Grant regarding the exchange of information and data between DOM and Sub-grantee shall be performed in accordance with any applicable Business Associate Agreement(s) and/or Data Use Agreement(s) entered into between the Sub-Granting parties and all applicable federal and/or

State of Mississippi laws, rules, and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 (as amended by the Genetic Information Nondiscrimination Act (“GINA”) of 2008 and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (“ARRA”) of 2009) and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the performance of this Sub-Grant. Each party to this Sub-Grant shall treat all data and information to which it has access under this Sub-Grant as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s) and/or Data Use Agreement(s) entered into between the Sub-Granting parties, and shall not disclose same to a third party without specific written consent of the other party. In the event that either Sub-Granting party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the Sub-Granting party shall notify the other party without unreasonable delay and at least five (5) days in advance of the disclosure and thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s) and/or Data Use Agreement(s) entered into between the Sub-Granting parties. The provision herein shall survive the termination of the Sub-Grant for any reason and shall continue in full force and effect and shall be binding upon both Sub-Granting parties and their agents, employees, successors, or any party claiming an interest in the Sub-Grant on behalf of, or under, the rights of the parties following termination.

XXXII. INSPECTIONS: Sub-grantee agrees that authorized representatives of the Comptroller General, CMS, the General Accounting Office, DOM, and other state or federal entities as allowed by law shall have the right during regular business hours to inspect and copy Sub-grantee’s books and records pertaining to the extent and cost of tasks performed for DOM or services provided to eligible recipients under this Sub-Grant. Sub-grantee shall cooperate fully with the request from any of the entities listed above and shall furnish free of charge copies of all requested records.

XXXIII. ACCESS AND MAINTENANCE OF RECORDS AND AUDIT PROCEDURES: Sub-grantee shall give DOM and any other authorized representative, access to and the right to examine all records, books, papers, or documents related to this Sub-Grant and CMP funds; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives and maintain separate accountability for the funds. Sub-grantee shall maintain financial records, supporting documents, statistical reports, and all

other records pertinent to this Sub-Grant for a period of six (6) years from the day of the last payment made by DOM to Sub-grantee. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun that is not completed at the end of the six (6) year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the six (6) year period, the records shall be retained until resolution.

XXXIV. OTHER PROVISIONS: Sub-grantee hereby agrees to all of the provisions and requirements as set forth in the State Plan for Medical Assistance approved by the State of Mississippi and by the Secretary of the United States Department of Health and Human Services, pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on Sub-grantee.

XXVIII. PUBLIC RECORDS ACT: Notwithstanding any provision to the contrary contained herein, it is recognized that DOM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to DOM pursuant to this Sub-Grant, DOM shall promptly notify the disclosing party of such request and will respond to the request in accordance with the procedures and limitations set forth in applicable law. The disclosing party may promptly institute appropriate legal proceedings to protect its information. No party to this Sub-Grant shall be liable to the other party for disclosures of information required by court order or required by law.

IN WITNESS WHEREOF, the parties have caused this Sub-grant to be executed by their duly authorized representatives as follows:

Mississippi Division of Medicaid

By: _____
Drew L. Snyder
Executive Director

Date: _____

[Insert Name]

By: _____
[Insert Authorized Rep]
[Insert Authorized Rep Title]

Date: _____



STATE OF MISSISSIPPI
COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Drew L. Snyder**, in his official capacity as the duly appointed **Executive Director of the Division of Medicaid in the Office of the Governor**, an administrative agency of the State of Mississippi, who acknowledged to me, being first duly authorized by said agency that he signed and delivered the above and foregoing written Contractual Agreement for and on behalf of said agency, and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the ____ day of _____, A.D., 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF _____
COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **[Insert Authorized Rep]**, in his/her respective capacity as the **[Insert Authorized Rep Title] of INSERT NAME**, who acknowledged to me, being first duly authorized by said corporation that he/she signed and delivered the above and foregoing written Contractual Agreement for and on behalf of said corporation and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the ____ day of _____, A.D., 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
