



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

December 15, 2020

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 20-00980

RE: Consider recommendations regarding the Third Amendments to Telecare Corporation and Crestwood Behavioral Health, Inc., Fiscal Year's (FY's) 2018-2021 Adult Crisis Residential Mental Health Services Agreements, as follows:

a) Approve and authorize the Chair to execute a Third Amendment to the Agreement for Services of Independent Contractor with Crestwood Behavioral Health, Inc., a Delaware corporation (not a local vendor), for the provision of adult crisis residential mental health services in south Santa Barbara County, to extend the contract through February 28, 2021 and increase the contract amount by \$231,814.00.00 for FY 2020-2021 for a maximum contract amount not to exceed \$2,546,619.00 for the period of May 28, 2019 through February 28, 2021, inclusive of \$228,479.00 for FY 2018-2019, \$1,390,884.00 for FY 2019-2020, and \$927,256.00 for FY 2020-2021;

b) Approve and authorize the Chair to execute a Third Amendment to the Agreement for Services of Independent Contractor with Telecare Corporation, a California Corporation (not a local vendor), for the provision of adult crisis residential mental health services in north Santa Barbara County, to extend the contract through February 28, 2021 and increase the contract amount by \$512,228.00 for FY 2020-2021, for a maximum contract amount not to exceed \$5,123,053.00 for the period of May 28, 2019 through February 28, 2021, inclusive of \$168,894.00 for FY 2018-2019, \$2,905,248.00 for FY 2019-2020, and \$2,048,911.00 for FY 2020-2021;

c) Delegate to the Director of Behavioral Wellness or designee the authority to reallocate funds between funding sources at her discretion during the term of the agreement without altering the Maximum Contract Amount; adjust or waive the County Maximum Allowable rate based on operating needs; amend the program goals, outcomes, and measures in Exhibit E of the agreement; or make immaterial changes to the agreement, all without requiring a formal amendment, subject to the Board's ability to rescind this delegated authority at any time; and

d) Determine that the above actions are government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

December 15, 2020

A motion was made by Supervisor Williams, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) and b) Approved and authorized; Chair to execute;
- c) Delegated; and
- d) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: December 15, 2020
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

PF

Digitally signed by PF
Date: 2020.12.02
15:17:57 -08'00'

FROM: Department Alice Gleghorn, Ph.D., Director
Director(s) Department of Behavioral Wellness 805-681-5220
Contact Info: Chris Ribeiro, Chief Financial Officer, 805-681-5220

SUBJECT: **Third Amendments to Telecare Corporation and Crestwood Behavioral Health, Inc. FY 18-21 Adult Crisis Residential Mental Health Services Agreements**

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute a Third Amendment to the Agreement for Services of Independent Contractor with **Crestwood Behavioral Health, Inc.**, a Delaware corporation (not a local vendor), for the provision of adult crisis residential mental health services in south Santa Barbara County, to extend the contract through February 28, 2021 and increase the contract amount by \$231,814.00 for Fiscal Year (FY) 20-21 for a maximum contract amount not to exceed \$2,546,619.00 for the period of May 28, 2019 through February 28, 2021, inclusive of \$228,479.00 for FY 18-19, \$1,390,884.00 for FY 19-20, and \$927,256.00 for FY 20-21;
- B. Approve and authorize the Chair to execute a Third Amendment to the Agreement for Services of Independent Contractor with **Telecare Corporation**, a California Corporation (not a local vendor), for the provision of adult crisis residential mental health services in north Santa Barbara County, to extend the contract through February 28, 2021 and increase the contract amount by \$512,228.00 for FY 20-21, for a maximum contract amount not to exceed \$5,123,053.00 for the period of May 28, 2019 through February 28, 2021, inclusive of \$168,894 for FY 18-19, \$2,905,248 for FY 19-20, and \$2,048,911.00 for FY 20-21;

- C. Delegate to the Director of Behavioral Wellness or designee the authority to reallocate funds between funding sources at her discretion during the term of the agreement without altering the Maximum Contract Amount; adjust or waive the County Maximum Allowable rate based on operating needs; amend the program goals, outcomes, and measures in Exhibit E of the agreement; or make immaterial changes to the agreement, all without requiring a formal amendment, subject to the Board's ability to rescind this delegated authority at any time; and
- D. Determine that the above actions are government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

These items are on the agenda to request approval to extend the contract end dates with existing crisis residential treatment (CRT) service providers, Crestwood Behavioral Health, Inc. and Telecare Corporation, from June 30, 2020 through February 28, 2021. This extension will allow time to complete a competitive request for proposal (RFP) process for the selection of CRT service providers. Due to the current COVID-19 public health emergency, issuance of the CRT RFP was delayed. Approval of the recommended contract extensions will allow the time needed for Behavioral Wellness (BeWell) to negotiate contracts with the successful bidders and return to the Board with the final contracts recommended for approval.

Background:

A Crisis Residential Treatment (CRT) facility is a safe and therapeutic environment where residents are assisted to stabilize the symptoms of mental illness and co-occurring conditions; gain skills to manage the client's condition more effectively; make progress on the path to personal recovery; and engage community supports that will enable the client to leave the facility, participate fully in necessary follow-up treatment, and improve networks of support for community life; including linkage to community services. Typically, these services are provided to clients upon discharge from a Psychiatric Health Facility (PHF).

On May 1, 2019, Anka Behavioral Health Inc., the County's former CRT provider, unexpectedly filed for bankruptcy and announced on May 8, 2019 that it would no longer provide services to County's clients after May 31, 2019. On May 28, 2019, the Board authorized the Chair to execute agreements with experienced and qualified crisis residential service providers, Crestwood Behavioral Health, Inc. (Crestwood) and Telecare Corporation (Telecare) in order to provide a seamless transition from Anka to the new providers. Contracts were executed with Telecare and Crestwood for the time period May 28, 2019 through June 30, 2020.

Federal law allows for the procurement by noncompetitive proposals when a public exigency or emergency will not permit a delay resulting from competitive selection. (2 CFR 200.320, subdiv. (f).) BeWell was in the process of releasing a CRT RFP, but that process was delayed due to the current COVID-19 public health emergency and BeWell's need to respond to such. The RFP was issued in September 2020 and the Notice of Intent to Award was issued on November 23, 2020. Approval of the above amendments will allow BeWell clients to continue to receive necessary adult crisis residential mental health services without a gap in services while BeWell negotiates contracts with the successful bidders. BeWell will return to the Board with the final contracts recommended for approval.

Performance Outcomes:

Crestwood Behavioral Health, Inc.

After taking over Anka Behavioral Health Inc.’s CRT contract in South County on May 28, 2019, BeWell is satisfied with Crestwood’s performance.

Telecare Corporation:

The Telecare Corporation provides an array of mental health services to adults in the Santa Maria area. One of these services is the North County Crisis Residential Treatment (CRT), which provides short-term crisis residential services. This program has a forensic component, and will allow for a longer length of stay (up to 90 days). The second CRT is Agnes Avenue CRT, which is a traditional CRT providing short-term crisis residential services for up to 30 days. Both are recovery-focused, learning environments to improve symptom management, community living and interpersonal skills needed to function well in the community. Below is a summary of the second two quarters of this current FY for each of the programs:

Carmen Lane Forensic CRT: During Q2 and Q3, they Telecare met and exceeded all goals. During Q3, Carmen Lane CRT maintained 84% bed days during this quarter. This is a small decrease from last quarter. Their collaboration with Justice Alliance, PHF, and CSU helps to ensure they receive consistent and appropriate referrals. During this quarter, Carmen Lane CRT referred 6 clients who were not currently connected to a BeWell MH program to NCCS or Homeless Services for aftercare support which includes housing placement. All other clients were referred to follow up with their current BeWell treatment providers.

Agnes Ave CRT opened its doors in Nov. 2019. They have currently met all outcome goals set for them. In Q3, they were able to discharge clients back to the community at a lower level of care at a 96% success rate.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 18-19 Cost:</u>	<u>FY 19-20 Cost:</u>	<u>FY 20-21 Cost</u>	<u>FY 18-21 Overall Total</u>
General Fund				
State/Realignment	\$ 198,687	\$ 2,148,066	\$ 1,488,083.50	
Federal	\$ 198,687	\$ 2,148,066	\$ 1,488,083.50	
Fees				
Total	\$ 397,373	\$ 4,296,132	\$ 2,976,167.00	\$ 7,669,672

Narrative: The above-referenced contracts are funded by a combination of State and Federal funds.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to County.

Special Instructions:

Please email one (1) Minute Order and two (2) complete executed amendments to Amber Foschaar at cfoschaar@sbcbswell.org and to the Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us

Attachments:

Attachment A: Telecare Corporation FY 18-21 BC Third Amendment

Attachment B: Telecare Corporation FY 18-20 BC Second Amendment executed

Attachment C: Telecare Corporation FY 18-20 BC First Amendment executed

Attachment D: Telecare Corporation FY 18-20 BC executed (BC19-219)

Attachment E: Crestwood Behavioral Health, Inc. FY 18-21 BC Third Amendment

Attachment F: Crestwood Behavioral Health, Inc. FY 18-20 BC Second Amendment executed

Attachment G: Crestwood Behavioral Health, Inc. FY 18-20 BC First Amendment executed

Attachment H: Crestwood Behavioral Health, Inc. FY 18-20 BC executed (BC 19-220)

Authored by:

M. Johnson/ A. Foschaar

**THIRD AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS Third Amendment to the AGREEMENT for services of Independent Contractor, referenced as BC 19-219, is made by and between the County of Santa Barbara, Department of Behavioral Wellness (County) and **Telecare Corporation**, a California corporation, with its principle place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA, wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Third Amended Agreement).

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Agreement for Services of Independent Contractor, referred to as BC 19-219, on May 28, 2019 for the provision of crisis residential treatment services for a total amount not to exceed \$3,074,142.00 for the period of May 28, 2019 through June 30, 2020;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement on June 16, 2020 to increase the amount of the Agreement by \$1,536,683.00 for FY 20-21 and extend the term of the Agreement to December 31, 2020, for a new contract maximum amount not to exceed \$4,610,825.00, inclusive of \$168,894.00 for FY 18-19, \$2,905,248.00 for FY 19-20, and \$1,536,683.00 for FY 20-21;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Second Amended Agreement on June 16, 2020 to remove the County Maximum Allowable (CMA) rate for FY 19-20, to more accurately reflect the productivity levels upon which the CMA is based with no change in the contract maximum amount;

WHEREAS, the County and Contractor wish to enter into a Third Amended Agreement to increase the maximum contract amount by \$512,228.00 for FY 20-21 and extend the term of the Agreement to February 28, 2021, for a new contract maximum amount not to exceed \$5,123,053.00 for the period of May 28, 2019 to February 28, 2021, inclusive of \$168,894.00 for FY 18-19, \$2,905,248.00 for FY 19-20, and \$2,048,911.00 for FY 20-21;

WHEREAS, this Third Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors on May 28, 2019 and each subsequent amendment, except as modified by this Third Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Delete Section 4 (Term) of the Agreement and replace with the following:

1. TERM.

Contractor shall commence performance on **5/28/2019** and end performance upon completion, but no later than **2/28/2021** unless otherwise directed by County or unless earlier terminated.

II. Delete Section II (Maximum Contract Amount) of Exhibit B (Financial Provisions MHS and replace with the following:

The Maximum Contract Amount of this Agreement shall not exceed \$5,123,053.00 inclusive of \$168,894.00 for FY 18-19, \$2,905,248.00 for FY 19-20, and \$2,048,911.00 for FY 20-21, which shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. Add the following Exhibit B-1 MHS (Schedule of Rates and Contract Maximum)FY 20-21 to the Agreement:

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Telecare Corporation

FISCAL YEAR: July 2020-February 2021

Contracted Services (1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate**
Medi-Cal Billable Services	24-Hour Services	05	Adult Crisis Residential	Bed Day	40	\$440.63
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost

	PROGRAM				TOTAL
	Crisis Residential North (Carmen Ln)	Agnes Avenue CRT			
GROSS COST:	\$ 1,031,151	\$ 1,017,760			\$2,048,911
CONTRACTOR:					
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -				\$0
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 1,031,151	\$ 1,017,760			\$ 2,048,911

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)					
MEDI-CAL (3)	\$ 515,576	\$ 508,880			\$ 1,024,456
NON-MEDI-CAL	\$ 51,558	\$ 50,888			\$ 102,446
SUBSIDY	\$ 464,018	\$ 457,992			\$ 922,010
OTHER (LIST):					\$ -
TOTAL (SOURCES OF FUNDING) (3)	\$ 1,031,151	\$ 1,017,760			\$ 2,048,911

CONTRACTOR SIGNATURE: _____



FISCAL SERVICES SIGNATURE: _____

(1) Additional services may be provided if authorized by Director or designee in writing.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.

**Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

IV. Add the following Exhibit B-2 Contractor Budget by Program to the Agreement:

AGENCY NAME: TELECARE CORPORATION

COUNTY FISCAL YEAR: JULY 2020 TO FEBRUARY 2021

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	3	4	5
		I. REVENUE SOURCES:	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	CRISIS RESIDENTIAL NORTH (CARMEN LANE)	AGNES AVENUE CRT
1		Behavioral Wellness Funding	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760
2		Total Other Revenue	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760
		I.B Client and Third Party Revenues:			
3		Client Fees	-		
4		SSI	-		
5		Total Client and Third Party Revenues	\$ -	\$ -	\$ -
6		GROSS PROGRAM REVENUE BUDGET	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760

		III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	CRISIS RESIDENTIAL NORTH (CARMEN LANE)	AGNES AVENUE CRT
		III.A. Salaries and Benefits Object Level			
7		Salaries (Complete Staffing Schedule)	\$ 1,097,451	\$ 548,726	\$ 548,725
8		Employee Benefits	\$ 211,265	\$ 105,635	\$ 105,630
9		Payroll Taxes	\$ 96,021	\$ 48,008	\$ 48,013
10		Board and Care Wages (Reclass to Client Expense)	\$ (246,294)	\$ (123,147)	\$ (123,147)
11		Salaries and Benefits Subtotal	\$ 1,158,444	\$ 579,222	\$ 579,222

III.B Services and Supplies Object Level				
12	Community/Clinical	\$ 6,224	\$ 1,698	\$ 4,527
13	Physical Plant	\$ 11,835	\$ 6,377	\$ 5,458
14	Dietary	\$ 44,971	\$ 22,811	\$ 22,160
15	Administration	\$ 146,624	\$ 75,958	\$ 70,666
16	Medical Records	\$ 532	\$ 217	\$ 315
17	Depreciation	\$ 17,360	\$ 9,887	\$ 7,473
18	Building Lease	\$ 138,667	\$ 72,000	\$ 66,667
19	Other Property	\$ 6,557	\$ 3,365	\$ 3,191
20	Ancillary	\$ 1,488	\$ 638	\$ 851
21	Board and Care Portion (Reclass to Client Expense)	\$ (136,217)	\$ (71,439)	\$ (64,779)
22	Services and Supplies Subtotal	\$ 238,041	\$ 121,512	\$ 116,529

	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ 385,177	\$ 195,919	\$ 189,258
23	Client expenses	\$ 2,666	\$ 1,333	\$ 1,333
24	Board and Care*	\$ 382,511	\$ 194,586	\$ 187,925
25	SUBTOTAL DIRECT COSTS	\$ 1,781,662	\$ 896,653	\$ 885,009
	IV. INDIRECT COSTS			
26	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 267,249	\$ 134,498	\$ 132,751
27	GROSS DIRECT AND INDIRECT COSTS	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760

V. **All other terms shall remain in full force and effect.**

SIGNATURE PAGE

Third Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Telecare Corporation**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:

Gregg Hart
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date:

12-15-20

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

Sheila McGuerra
Deputy Clerk

Date:

12-15-20

CONTRACTOR:

TELECARE CORPORATION

By:

Leslie J. Davis
Authorized Representative

Name:

Leslie J. Davis

Title:

SVP and CFO

Date:

12/1/20

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
RISK MANAGEMENT

By:

Risk Management

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COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

Deputy Clerk
Date: _____

CONTRACTOR:

TELECARE CORPORATION

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
PFisher for A Gleghorn
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
RISK MANAGEMENT

By: _____
Risk Management

SIGNATURE PAGE

Third Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Telecare Corporation**.

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COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

TELECARE CORPORATION

Deputy Clerk
Date: _____

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Teresa M. Martinez*
Teresa M. Martinez (Dec 3, 2020 15:51 PST)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *B.E.L.*
Robert Geis (Dec 3, 2020 16:07 PST)
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
RISK MANAGEMENT

By: *Ray Aromatorio*
Risk Management