

AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY AND AMI KIDS

dba AMIKIDS CLAY COUNTY, INC.

This Agreement, made and entered into this July 16, 2017, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and AMIKIDS CLAY COUNTY, INC., to provide community-based, gender specific prevention and intervention services for boys in Clay County, Florida to be provided by AMikids, Inc. at Clay High School, 2025 FL-16, Green Cove Springs, FL 32043.

WITNESSETH:

WHEREAS, AMIKIDS is a non-profit agency contracted by the Department of Juvenile Justice (DJJ) to provide an educational program and related services for students eligible for this program by the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52; and,

WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in the Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and,

WHEREAS, AMIKIDS is committed to providing an educational and therapeutic gender specific program for male students, who would benefit from an alternative educational setting, specialized counseling, credit recovery services, life skills, foster positive gender identification development, community service learning projects, and career exploration at AMikids, Inc. at Clay High School.

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide high quality educational services for students placed in this program by eligibility under Florida Statute 1003.52;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. AMIKIDS will provide services including instructional personnel, materials, and transportation for a maximum of 44 male students identified by the Department of Juvenile Justice, referred by school principals or Clay County District officials, and parents of students. Enrollment in the program shall be voluntary.
2. The BOARD will retain 15% of all applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS to offset the cost

of providing support and administrative services to include the following iterant services: ESE Specialist; Administrative Support; and Testing Coordinator.

3. The BOARD will pay AMIKIDS 85% of applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS for the period beginning July 1, 2017, and ending June 30, 2018. Initial BOARD payments will be \$223,080 based on AMIKIDS share of an estimated number of students (44) in attendance, for the 2017-2018 year, divided into 12 monthly payments. If the number of students in attendance is below the maximum of "44" referred to in "Section 1," payments will be adjusted accordingly based on the actual number of enrolled students. AMIKids agrees that a student is in membership when he is officially assigned to a course or program by the AMIKids. To be reported for funding each student must be enrolled and scheduled appropriately in the FOCUS system. Payments will be made monthly by the 10th of each month upon receipt of invoices from AMIKIDS. The balance of the remaining AMI KIDS share and ongoing monthly payments will be adjusted based on actual FTE at the time of each respective FTE survey. Should an audit indicate that a funding adjustment is necessary and an over-payment of FEFP has been made to the AMIKids for whatever reason, AMIKids shall be liable for and shall indemnify the District for any repayment of funds it has received.

4. AMIKIDS will provide transportation for students, in which case, AMIKIDS shall be entitled to state and federal reimbursement for travel costs for such transportation. AMI will submit timely the required transportation documentation to the District's Transportation department for each survey to include Survey 2 (October), Survey 3 (February) and Survey 4 (June). The BOARD will submit to the state the transportation FTE for AMIKIDS students' and issue payment to AMIKIDS as part of the monthly FEFP payment in paragraph 3 above.

5. AMIKIDS shall provide a program of education, training, and related gender-specific services to the referred students based in an experiential education model designed to increase hands-on educational opportunities, encourage appropriate masculine identity development and effect positive behavior change that may include regular physical activities and Clay County Schools approved field trips and other extracurricular activities. AMIKids will be responsible for the supervision and control of the students while in their educational program on the Clay High School campus and any other school sites. The program will provide the District with a copy of the rules and procedures they utilize for classroom management.

6. AMIKIDS shall be staffed by qualified personnel as defined in FAC 6A-1.0503, 6A-4.003, 6A-1.050 and 6A-4.004. AMIKIDS shall employ three Florida certified teachers. AMIKids will provide the District certification documentation for each member of its instructional staff. AMIKIDS certified teachers shall be responsible for the supervision of instructional activities and must certify mastery of student performance objectives of courses for credit toward a standard high school diploma. The teachers will be responsible for District reports and procedures typically required of the BOARD's teachers at dropout prevention

programs. AMIKIDS teachers will be eligible to attend and receive credit for professional development and trainings conducted by the BOARD at no additional cost to AMIKIDS.

7. If AMIKIDS certified teachers are absent, substitutes will be assigned using Clay County School Board's automated substitute system. The cost of substitutes provided by the BOARD will be paid by AMIKIDS. The BOARD will deduct the cost of the substitutes utilized from the monthly FEFP payment. The BOARD will provide AMIKIDS with the substitutes' names, dates utilized, and daily cost at the time of each deduction.

8. AMIKIDS shall have final authority regarding the placement of any male in the program based on AMIKIDS' intake assessment and screening.

9. AMIKIDS will accurately report student enrollment to the BOARD as required in s. 1011.62, F.S., and in accordance with the definitions ins. 1011.61, F.S., at the agreed upon intervals and using the method used by the BOARD when recording and reporting cost data by program. The BOARD agrees to include AMIKIDS enrollment in the BOARD's district report of student enrollment. AMIKIDS shall provide all required information within the same schedule required for all other of the BOARD's schools.

10. The BOARD will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The data elements shall include but not be limited to, the following:

- a. Demographic information
- b. ESE data
- c. Grade level assignment
- d. Required health information
- e. Required discipline codes/incident data
- f. Daily attendance
- g. Transportation
- h. Student schedule
- i. Teacher demographics
- j. Master schedule
- k. ESOL migrant codes
- l. Grades/grading period/grading scale
- m. ERW (entry, withdrawal information)
- n. Test scores
 - i.
- o. Academic history and transcripts, and
- p. Student lunch information as required

11. AMIKIDS shall maintain student records in accordance with State requirements for Dropout Prevention/Department of Juvenile Justice Programs, as well as the information for data reporting requirements requested by the BOARD and State and Federal agencies, and shall

communicate and exchange appropriate student information in a manner consistent with Florida Statutes, rules and professional ethics. AMIKids will notify any students who file intent to terminate school enrollment of the option of enrolling in a program to attain the OED. In addition, upon a student's withdrawal from the program or upon completion of the program, AMIKids will award credits and grades earned and issue a final cumulative transcript.

12. The BOARD (The Clay County Food and Nutrition Services Department) will provide all students with breakfast and lunch beginning on August 17, 2017 based on their approved status for the current school year. AMIKIDS will reimburse the BOARD (The Clay County Food and Nutrition Services Department) at the current approved rate (see below for rates) The BOARD (The Clay County Food and Nutrition Services Department) shall invoice AMIKIDS once monthly for meals provided throughout the contract period of July 1, 2017 - June 30, 2018.

For the summer months, meals will be prepared at an off campus location and delivered to AMIKids at Clay High School. During the academic school year, meals will be prepared at Clay High School's central kitchen. Breakfast and lunch will be packaged in approved containers and delivered to the approved location. A student roster will be used to account for the meals and to comply with USDA Federal reimbursement regulations. Menus will be developed monthly to include a combination of both hot and cold choices.

Full pay secondary breakfast \$1.50
Reduced breakfast- \$.30

Full pay secondary lunch \$2.25
Reduced lunch- \$.40

13. No student under the age of sixteen (16) may be terminated from the program until an alternative educational placement has been determined. Alternative educational placement shall be determined by the BOARD within ten (10) business days following notification by AMIKIDS that a student is to be removed from placement. Students sixteen (16) years of age or older who desire to withdraw without a next school placement or diploma must (1) meet in person with BOARD's Dropout Prevention Office staff regarding the proposed withdrawal; and (2) have a Student Declaration of Intent to Terminate School Enrollment form signed by a parent or guardian prior to their withdrawal. If the Student Declaration of Intent to Terminate School Enrollment form is not signed, the student will be assigned to an alternative educational placement by the BOARD in accordance with this procedure. AMIKIDS will follow procedures in board policy 5500.05 Student Attendance, Section VIII A, items 1, 2, 3, 5 and 6.

14. The BOARD will provide access to online instructional programming, including Clay Virtual School, Compass, and computer hardware or other online curriculum program adopted by the district for the purpose of student instruction at no cost to AMIKIDS. Students assigned to AMIKIDS may utilize online courses in a significant capacity. AMIKids shall utilize academic and vocational assessments approved by FDOE that are age appropriate and administered according to publisher's guidelines, and will notify the District of which assessment is being used.

15. AMIKIDS agrees to comply with Florida Statutes, applicable State Board of Education Rules, and federal legislation including but not limited to the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitative Act of 1973, amended; Title IX of the Education Amendment Act of 1974; and the Individual with Disabilities Act. In the event AMIKids violates any State Law, DFOE rule, District policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the District, AMIKids shall reimburse the District for the full amount of the loss. This provision shall remain in force, even if the Contract is terminated, for a period of three (3) years or until all state audits are conducted, whichever occurs first.

16. The staff of the BOARD will be permitted to review the program provided by AMIKIDS and confer with its staff as needed. Further, the BOARD and AMIKIDS agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract. In addition, AMIKids agrees to develop a Transition Plan for each student upon entry. The Transition Plan must include academic reentry goals, career and employment goals, and the recommended next educational placement. AMIKids will have an "Exit Portfolio" for all students which will contain, at a minimum, all the academic records of credits earned, entry/withdrawal information, grades in progress, schedule, IEP, assessments, examples of student's work, and any other agreed upon documents.

17. BOARD agrees to provide classroom space, furniture and equipment- based on a basic Junior High/High School classroom furniture list - for the teachers and students participating in the school program, as well as space for confidential counseling, staffing and evaluation. AMIKIDS will host this program at Clay County High School, but may move the program so long as BOARD's Superintendent provides prior written consent, which consent shall not be unreasonably withheld. AMIKids shall be responsible in the case of damage or loss of District property.

AMIKids will reimburse the BOARD the cost of the following:

1. custodial costs and supplies for the portables associated with AMIKIDS (yearly costs = \$3,864.60);
2. Use of facilities- 5 BOARD portables (yearly costs) at \$3,250 per month, equaling \$39,000 for the school year (billed quarterly)

18. AMIKIDS is responsible for meeting applicable safety, health, and sanitation standards of authorized state and local agencies.

19. The BOARD and AMIKIDS will collaboratively develop a School Safety Plan. The plan will include provisions for insuring the safety of educational personnel, students and BOARD equipment.

20. AMIKIDS, its officers, agents, employees, and subcontractors, shall comply at all times during the term of the Agreement at AMIKIDS' own cost with the background screening requirements of Sections 1012.32(2), 1012.465, and 1012.56, F.S. (2014), as applicable, and to follow applicable District procedures for compliance with such laws. The procedures are available for viewing at the BOARD's web site, by clicking on "Business", then "Vendors", and then "Jessica Lunsford Act". A printed version may be obtained from the District contact listed in this Agreement.

21. AMIKIDS shall draft a calendar, containing a minimum of 250 days of instruction, for submission to the administrator of dropout prevention services by July 1 for the contract year beginning July 1. AMIKIDS must notify the administrator of dropout prevention services prior to any deviation from this calendar. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services or designee.

22. In the event that the BOARD and AMIKIDS are unable to agree upon a function not specified in this agreement, the Executive Director and the District Dropout Prevention Administrator will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Area 4 Superintendent and the Regional Director of AMIKIDS for resolution.

23. Neither party shall assign this agreement; however, it may be modified in writing by the parties' mutual consent.

24. This agreement shall be effective July 1, 2017, for the school year 2017-2018, and shall terminate June 30, 2018. Either party may terminate this agreement by giving sixty (60) days' notice, in writing, to the other party. It is further agreed that a substantial breach of any section of the agreement shall be basis for immediate termination upon no less than twenty-four (24) hours written notice. Such notices shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

25. This Agreement is entered into in accordance with that certain agreement entitled Cooperative Agreement between the School Board of Clay County, Florida and the Department of Juvenile Justice dated June 14, 2011. The Cooperative Agreement states eleven (11) requirements of P.L. 107-110, Section 1425, which are incorporated herein by reference and made a part hereof.

26. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that BOARD's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by BOARD, nor shall anything herein be construed as consent by BOARD or AMIKIDS to be sued by any third party for any cause or matter arising out of or related to this Agreement.

27. AMIKIDS is an authorized provider of services through the Department of Juvenile Justice to provide educational program and related services for students eligible for the program under State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52.

28. Required Insurance. Without limiting any of the other obligations or liabilities of AMIKids, the program will (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in documents provided to AMIKids, the insurance shall commence at or prior to the execution of this contract by the District and shall be maintained in force throughout the term of this Contract. AMIKids will provide to the Board a "Certificate of Insurance" each year showing the minimum levels of insurance provided by insurers that meet or exceed an "A" rating by the District. In addition, AMIKids will list SBCC as certificate holders and "additionally insured."

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Witnesses

AGREEMENT

AMI KIDS CLAY COUNTY

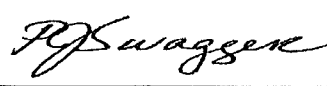
Witnesses

THE SCHOOL BOARD OF CLAY COUNTY, FL

_____ By: _____
School District of Clay County School Board - Chair

_____ Attest: _____

Approved as to form: AMIKIDS CLAY COUNTY, INC

_____ By: 
Vice President, AMI Kids

_____ Executive Vice President, AMI Kids

ADDENDUM A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

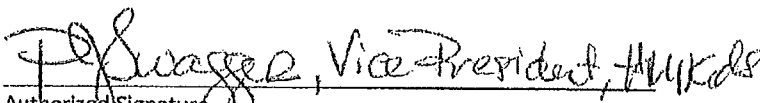
Employees of Vendor shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

All Public Records Request shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://drive.google.com/a/myoneclay.net/file/d/0B5JVR-olGoaBbnVRV2hYZ25PRnc/view?usp=sharing>

Charter Bus Companies shall only provide drivers who have completed the above process. Charter Bus Companies shall provide drivers names to school at least two (2) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

 P. Swager, Vice-President, HUKids

Authorized Signature

05/24/17

Date

Vendor Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main St. Ste 200 P.O. Box 140 Decatur IL 62525	CONTACT NAME: Matt Frye PHONE (A/C, No., Ext.): 813-887-3300 E-MAIL ADDRESS: msf@amikids.org	FAX (A/C, No.): 813-889-8092
	INSURER(S) AFFORDING COVERAGE	
INSURED AMikids Clay County, Inc. 2025 State Road 16 W Green Cove Springs, FL 32043	INSURER A: Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: Lloyd's Synd 2987	<i>N/A - London</i>
	INSURER C: Travelers Property Casualty Co of A	25674 <i>AT</i>
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 66053120

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab Includ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CJ10025316	12/1/2016	12/1/2017	EACH OCCURRENCE \$1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 ✓ PRODUCTS - COMP/OP AGG \$3,000,000 Incl Nurse Prof. \$1.0M/3.0M
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MedPay \$10K		TC2JCAP1108L423TIL	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$10K EaPers/Acc
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CJ10025416	12/1/2016	12/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	TC20UB1102L676	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate covers all AMikids affiliated locations.

Certificate holder, their employees, elected officials, and board members are named as additionally insured on the above policies as their interests may appear.

for more info please contact Matt Frye, Dir. Risk Mgt., AMikids, Inc., 813-887-3300 or msf@amikids.org

CERTIFICATE HOLDER**CANCELLATION**

Clay County School Board
 900 Walnut Street
 Green Cove Springs FL 32403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

led. [Signature]

© 1988-2014 ACORD CORPORATION. All rights reserved.