RESOLUTION NO. _____, SERIES 2009

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT - (FAMILY HEALTH CENTERS, INC. - $20,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

DEPARTMENT OF PUBLIC HEALTH AND WELLNESS

$20,000.00 for a renewal Professional Service Contract with Family Health Centers, Inc.

for cancer screening services from July 1, 2008 through June 30, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

_____
Kathleen J. Herron
Metro Council Clerk

_____
David W. Tandy
President of the Council

_____
Jerry E. Abramson
Mayor

_____
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

Health Department - PSC with Family Health Centers Inc for Cancer Screening Services Fiscal Year 2008-2009 Resolution Only
121208 [pr]
G: FamilyHealthCentersIncDraft-1pr/ROC/acb01.15.09

CONTRACT DATA SHEET

PSC Type (check one): __ New __X__ Renewal _____ Addendum

Contractor Information

1. Legal Name of Contractor: **Family Health Center**
2. Address: **2215 Portland Avenue**
3. City/ State & Zip: **Louisville, Kentucky 40212**
4. Contact Person Name & Telephone Number: Bill Wagner, 502-574-6672
5. Revenue Commission Taxpayer ID#: [redacted]
6. If registration is not required please e [redacted]
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor): [redacted]

Department Information

9. Requesting Department: **Louisville Metro Department of Public Health and Wellness**
10. Contact Person Name & Telephone: **Ginger Dereksen 574-6665**

Contract Information

11. Not to exceed amount: **$20,000**
12. Are expenses reimbursed? **No**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **July 1, 2008 – June 30, 2009**
15. Coding: **2101-605-4148-411558-521371; 2601-605-4148-411558-521371**
    $5,000 $174,925.00
16. Scope & Purpose of the contract: **To provide breast and cervical cancer screening services to women age 21 to 64, and mammograms for women 40 to 64, who have no insurance, no Medicare, no Medicaid, and who are at or below 200% of the federal poverty guidelines. The fees are $20 per annual screening and $10 per follow up visit.**

Authorizations

County Attorney Review, Approved as to Form:

Department Director: _____ Date: 1/12/09

Signature certifies:

Funds are available 4/6/09

Contractor is registered and in good standing with the Revenue Commission

Human Relations Commission registration requirements have been met

Risk Management Division of Finance - Certifies Insurance requirements satisfied: 2-24-09

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding $10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____X_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

_____ 12/11/07 _____

Requesting Department Director Date **Mayor Date

*****Signature is required only for Written Finding A***

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as **"METRO GOVERNMENT"**, and **FAMILY HEALTH CENTERS, INC.,** with offices located at 2215 Portland Avenue, Louisville, Kentucky 40212, herein referred to as **"CONSULTANT",**

W I T N E S S E T H:

WHEREAS, the Metro Government is in need of certain professional services with respect to preventing and detecting breast and cervical cancer among low income women who are not covered by a third-party payor; and

WHEREAS, the Metro Government has received Federal and State grant funds to prevent and detect breast and cervical cancer; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

D. The services of Consultant shall include but not be limited to the following:

1. Consultant hereby agrees to provide cancer screening services to female patients between 21 and 64 years of age whose household income is less than 200% of the Federal Poverty Guidelines and who have no health insurance, no third party payor, no Medicare coverage and no Medicaid coverage. METRO will reimburse Consultant for the following services provided under this Agreement:
    - i. One (1) cancer screening office visit (a face-to-face encounter between patient and clinician) to include screening for breast and/or cervical cancer for women twenty one (21) to sixty four (64) years of age or older who are not receiving family planning or prenatal services. This initial visit shall include the following services as taken from the Kentucky Public Health Practice Reference Section, Cancer Screening Follow-Up:
        1. Physical exam, as indicated;
        2. STD screening (testing is available at METRO Lab);
        3. Identification of Breast Cancer Risk Factors;
        4. Breast and Cervical Cancer History;
        5. Clinical breast exam performed by a Physician, Advanced Registered Nurse Practitioner, Physician Assistant or Health Department trained Registered Nurse;
        6. Onsite screening mammogram or referral to Brown Cancer Center or other mammography provider;
        7. Referral for diagnostic Mammogram or surgical consultation;
        8. Follow-up on all abnormal test results.
    - ii. One (1) annual mammogram for women forty (40) to sixty four (64) years of age or older, or for women under the age of 40 who are at high risk of developing breast cancer, defined as

having a first degree relative with a history or pre-menopausal breast cancer.

iii. Pap tests for women twenty one (21) to sixty four (64) years of age not receiving prenatal or family planning services.

iv. Follow-up visits for abnormal clinical breast exams, Pap Smears, or mammogram tests.

2. Consultant agrees that any follow-up visits will focus on managing patients with abnormal clinical breast exam, mammogram or Pap Smear test results. Consultant may provide retesting, counseling and/or referrals.
3. Consultant agrees to properly document all patient-provider encounters. Health data shall be recorded in an individual patient health record and on an encounter document in a manner that will facilitate METRO audits.
4. Consultant agrees that in order to receive reimbursement for the services provided under this Agreement, Consultant must submit to METRO a complete Breast and/or Cervical Cancer Referral Summary Form (See attached) and to submit a documentation which shall be mutually agreed upon by the parties. The possible CPT and ICD-9 codes for cancer screening are:

   i. Any age appropriate problem or preventive evaluation and management visit CPT; and

   ii. ICD-9 Codes of V76.2, V76.1, V72.3.

5. Consultant may bill any third party insurer for services rendered under this Agreement. All collections under this Agreement are the property of Consultant.
6. Consultant agrees to provide duly trained, licensed and credentialed staff to provide the services provided under this Agreement.

   i. Consultant agrees to provide cancer-screening data as defined by METRO by the 15th day of the month following the reporting month. Cervical Cancer Screening Referral Summary forms shall be submitted within one (1) week after receipt of completed test results. METRO may adjust the reimbursements if data are not submitted according to the agreed upon format and are incomplete.

7. Consultant agrees to providing billing for the services provided under this Agreement on a quarterly basis. Billing shall be submitted to METRO on the 30th day of the month following the end of each quarter.
8. Consultant agrees to provide cancer service data for all patients regardless of the payor. Legible copies of cancer screening patient encounter forms containing the necessary data are acceptable.
9. Consultant agrees to allow METRO to access the medical records of patients receiving services under this Agreement in order for METRO to perform a service audit. METRO shall provide Consultant with one week's notice prior to audits.
10. Consultant agrees to send "cancer screening only" Pap Smears to METRO reference lab for testing.
11. Consultant agrees to send clinicians to cancer screening training sponsored by METRO.

12. Consultant agrees to implement any changes in program standards, when possible, within two weeks of written notification by METRO.

METRO hereby contracts with Consultant to furnish to Consultant the following:

a. METRO will directly reimburse Consultant and/or its designated reference lab for screening and/or testing covered under this Agreement.
b. METRO agrees to provide Consultant with a summary of cancer screening activities for Consultant's patients.
c. METRO agrees to conduct periodic medical record audits to determine if provisions of this Agreement are being met. METRO agrees to give Consultant one week's notice before performing any audit.
d. METRO agrees to give Consultant two week written notice of any changes in program standards when possible.
e. METRO agrees to provide Consultant with appropriate training on cancer screening activities.
f. METRO agrees to reimburse Consultant for services provided under this Agreement within forty five (45) days of receipt of the electronic data or mutually agreed upon data which Consultant is under a duty to provide to METRO pursuant to this Agreement. METRO will reconcile patient encounter forms with the electronic data. METRO will make adjustments in the reimbursements made to Consultant if the clinical report forms do not match the electronic data.

II. FEES AND COMPENSATION

A. The Metro Government shall provide payment to Consultant for appropriately documented services rendered in accordance with Paragraph One (1) of this Agreement. The Metro Government agrees to reimburse Consultant for the screening provided under this Agreement at the following rates:

a. Twenty Dollars ($20.00) for each annual screening exam;

b. Ten Dollars ($10.00) for each follow-up visit;

If services are not provided according to standards specified in this Agreement, Consultant shall refund the amount in error to the Metro Government.

The total compensation paid to Consultant for the services that the Metro Government receives under this Agreement shall not exceed **TWENTY THOUSAND DOLLARS ($20,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly.

C. The Metro Government shall not reimburse any out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

III. DURATION

A. This Agreement shall begin July 1, 2008 and shall continue through and including June 30, 2009.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the

Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. INSURANCE REQUIREMENTS

Consultant shall not be required to provide proof of Medical Professional Liability insurance as long as it remains covered as a Federally Qualified Health Center under the Federal Tort Claims Act. Should this protection be unavailable for any reason, Consultant shall be required to immediately notify the Louisville Metro Health Department and obtain Medical Professional Liability insurance on all medical staff involved in this program, at limits of liability acceptable to the Louisville Metro Health Department.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of $600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or

the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to

involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it

enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. MISCELLANEOUS Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department

Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 1/15/09

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

DR. ADEWALE TROUTMAN, M.D., DIRECTOR, DEPARTMENT FOR PUBLIC HEALTH AND WELLNESS

Date: 2/16/09

FAMILY HEALTH CENTERS, INC.

By:

Title: Exec. Director

Date: 2/16/09

Taxpayer Identification No. (TIN): [redacted]

Louisville/Jefferson County Revenue Commission No.: [redacted]

Health Department - PSC with Family Health Centers Inc for Cancer Screening Services Fiscal Year 2008-2009 121208- [pr]