MEMORANDUM

Agenda Item No. 10(A)(8)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	**DATE:**	January 20, 2005
FROM:	Robert A. Ginsburg County Attorney	**SUBJECT:**	Resolution relating to the Miami-Dade Youth Crime Task Force

The accompanying resolution was prepared and placed on the agenda at the request of Dr. Barbara Carey-Shuler.

Robert A. Ginsburg
County Attorney

RAG/jls

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: January 20, 2005

FROM: Robert A. Ginsburg, County Attorney

SUBJECT: Agenda Item No. 10(A)(8)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(8)
1-20-05

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE AGREEMENTS ON BEHALF OF THE MIAMI-DADE YOUTH CRIME TASK FORCE SMALL PROGRAMS PREVENTION INITIATIVE

WHEREAS, this Board authorized the County Manager pursuant to Resolution No. R-1010-04, to issue a Request for Proposals for the Miami-Dade Youth Crime Prevention Small Programs Initiative, of the Miami-Dade Youth Crime Task Force,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board authorizes the expenditure of fiscal year 2003-2004 funds allocated to the Miami-Dade Youth Crime Task Force Small Programs Prevention Initiative for the development and implementation of strategies to prevent and reduce delinquent and violent behavior among at-risk youth to the small program organizations listed in the funding summary attached hereto (Exhibit "A"); authorizes the County Manager to execute such contracts and agreements in substantially the form attached hereto (Exhibit "B"), following approval by the County Attorney 's Office; to expend any and all monies received and allocated for this initiative; to execute, file and/or exercise any amendment, modification, renewal, cancellation and termination clauses of any contract or agreement on behalf of Miami-Dade County.

Section 2. No contract, pursuant to this resolution, shall be entered into, become effective or be executed until the expiration of the period provided to protest the subject contract award pursuant to applicable ordinances and administrative orders of this Board and any such bid protests are finally determined to be invalid.

The foregoing resolution was sponsored by Dr. Barbara Carey-Shuler and offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Glenn A. Saks

Miami Dade County Youth Crime Task Force
Small Programs Initiative 2004: Exhibit A

District 1

Alliance for Musical Arts Production, Inc.	$25,000.00
Miami-Dade Police Dept. 'Join a Team, Not a Gang' Program	$25,000.00

District 2

Dominican American National Foundation	$25,000.00

District 3

Brownsville CDC	$25,000.00
Liberty City Optimist Club	$25,000.00
Latinos United in Action Center, Inc.	$25,000.00

District 5

Teen Job Corps, Inc.	$25,000.00

MIAMI-DADE DEPARTMENT OF HUMAN SERVICES

MIAMI-DADE YOUTH CRIME TASK FORCE
CONTRACT

This Contract, made this _____ day of _____, 200___, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Department of Human Services (hereinafter referred to as "Department"), located at 111 N.W. 1st Street, Suite 2210 - Miami, FL 33128-1912, and _____ having offices at _____ (hereinafter referred to as "Provider") states conditions and covenants for the rendering of social and/or crime prevention services (hereinafter referred to as "Services") for the County.

WHEREAS, the Home Rule Charter authorizes Dade County to provide for the uniform health and welfare of the residents throughout the County and further provides that all functions not otherwise specifically assigned to others under the Charter shall be performed under the supervision of the County Manager; and

WHEREAS, the Board through Resolution R-02-131 authorized the Miami-Dade Youth Crime Task Force to administer and manage Miami-Dade County's Youth Crime Prevention funding process; and

WHEREAS, the Board through Resolution R-1010-04 authorized a one year Small Programs Initiative funding cycle for FY 2004-05; and

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County has appropriated funds to the Provider for the proposed services,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed $AMT. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. SCOPE OF SERVICES. The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

The Provider will implement the Scope of Services as described in Attachment A in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the Department in writing.

Provider agrees to provide the services described in Provider's proposal to the Miami-Dade County Youth Crime Task Force incorporated herein as Attachment F. If there is a conflict between the services proposed in the proposal and the services to be delivered as described in this Contract and in the Scope of Services (Attachment A), the language of this Contract and the Scope of Services (Attachment A) shall control.

III. BUDGET SUMMARY. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

The provider may shift funds between line items not to exceed fifteen percent (15%) of the total budget by submission of a Budget Modification Request to the Department for approval. Variances greater than fifteen percent (15%) in any line item shall require prior approval and a budget modification approved by the President or Vice President of the provider as well as the Department. The Budget Modification shall replace Attachment B.

In no event shall the budget include a line item for indirect costs in excess of fifteen percent (15%) of the total budget. If the budget includes a line item for indirect costs of less than fifteen percent (15%), then the Provider must support such expenditure with proper documentation.

The Provider may amend the budget no more than twice during the term of this Contract. A final budget revision must be submitted 45 days prior to the expiration of the Contract.

IV. EFFECTIVE TERM. The effective term of this Contract shall be from _____ **to** _____. The County in its sole discretion may renew this Contract for two (2) additional one-year period(s) contingent upon satisfactory performance by the Provider and subject to the availability of funds. The County shall notify the provider of its intent to exercise the option to renew no later than thirty (30) days prior to the expiration of this Contract. Performance and the amount payable may be renegotiated at the option of the County prior to renewal.

V. INDEMNIFICATION BY PROVIDER.

A. Government Entity. Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Stat., subject to the provisions of the Statute whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity.

B. All Other Providers. The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. Term of Indemnification. The provisions of this section or indemnification shall survive the expiration or termination of this Contract.

VI. INSURANCE.

A. Certificates of Insurance. The Provider shall provide to the County, upon the execution of this Contract, Certificates of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A). The County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification (binders) and such documents have been approved by Risk Management.

B. Government Entity. If the Provider is the State of Florida or agency or political subdivision of the State as defined in Section 768.28, Florida Statutes, the Provider shall furnish to the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statues.

C. All Other Providers.

1. Modification and Changes. The Provider shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies.

Upon review of the Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, waive or modify any of the following insurance requirements. Any request by a Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall furnish to the Department, Miami-Dade County, c/o Department of Human Services – Contract Management Division, 111 NW 1 Street, Suite 2130, Miami, FL 33128 Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.

b. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. For Providers using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is $500,000.

d. Professional Liability Insurance, when applicable, in the name of the Provider in an amount not less than $300,000.

3. Classifications and Ratings. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the services or operations described in the Scope of Services (Attachment A). All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates of Insurance shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

VII. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING.

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates.

Failure to provide the licenses or certificates within sixty (60) days of execution of this Contract may result in termination of this Contract.

B. Background Screening. The County requires that only employees and subcontracted personnel with a satisfactory background check as described in Section 39.001 (2), Florida Statutes and through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement, Federal Bureau of Investigation) work with direct contact with juveniles.

Pursuant to 985.01 2(a) Florida Statutes, "each contract entered into...for services delivered on an appointment or intermittent basis by a provider that does not have regular custodial responsibility for children... must ensure that the owners, operators, and all personnel who have direct contact with children are of good moral character..." In order to ensure this condition "(b) The Department of Juvenile Justice... shall require employment screening pursuant to chapter 435, using the level 2 standards set forth in that chapter for personnel in programs for children or youths."

Pursuant to the above passages from Florida Statutes, it is required that all provider agency personnel working directly with children must have a completed Level 1 Screening response from the Florida Department of Law Enforcement that indicates that there has been no prior involvement in any of the disallowed conditions, before beginning work with client youths. Level 1 Screenings can be accomplished electronically on line with the Florida Department of Law Enforcement: www.fdle.state.fl.us/CriminalHistory/. In addition, recognizing that Level 2 Screening can take several weeks, Level 2 Screening must be initiated prior to beginning work directly with clients.

Any employee receiving positive response/responses to any of the enumerated charges as defined in Level 1 and Level 2 background checks must immediately cease working with children or youths. All employee personnel files shall reflect the initiation and completion of the required background screening checks.

From the date of execution of this contract, Provider shall furnish the County with proof that background screening Level 1 was completed. If the Provider fails to furnish to the County proof that background screening Level 1 was completed and Level 2 was initiated prior to working directly with client youths, the County shall not disburse any further funds and this Contract may be subject to termination at the discretion of the County.

The County requires that only employees and subcontracted employees with a satisfactory background check as described in Section 435.03(3)(a), and through an appropriate screening agency (i.e. Florida Department of Law Enforcement, Federal Bureau of Investigation) work in direct contact with the elderly, disabled and persons with mental illness, in settings such as but not limited to adult day care center, assisted living facilities, home equipment screening nursing homes, home health agencies (facilities for developmentally disabled, and mental health treatment facilities.

Within 30 days of execution of this contract, Provider shall furnish the County with proof that background screening was initiated/completed. If the Provider fails to furnish to the County proof that background screening was initiated within 30 days of execution of this contract, the County shall not disburse any further funds and this Contract may be subject to termination at the discretion of the County.

VIII. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

IX. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability. It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such Contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

X. NOTICES. It is understood and agreed between the parties that written notice addressed to the Department and mailed or delivered to the address appearing on page one (1) of the Contract and written notice addressed to the Provider and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient notice to either party.

XI AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XII. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) the Provider does not furnish proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Section IX of this Contract; (9) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (10) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment C); (11) the Provider attempts to meet its obligations under this contract through fraud, misrepresentation or material misstatement; (12) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (13) the Provider fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities; (14) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement or proof of tax status; (15) fails to meet any of the terms and conditions of the Dade County Affidavits (Attachment C) or the State Affidavit (Attachment D); or (16) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; or (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. On the effective date of suspension the Provider must immediately cease to provide services pursuant to this Contract. All payments to Provider as of this date shall cease. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Manager is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XIII. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Manager is authorized to terminate this Contract on the behalf of the County.

XIV. PAYMENT PROCEDURES. The County agrees to pay the Provider for services rendered under this Contract based on the procedures outlined below, the approved line item budget, and if applicable the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

A. Performance Based Contract: How payment will be made. The parties agree that this is a performance-based Contract and that the Provider shall be paid on an incremental basis contingent upon the submission of a satisfactory Monthly Performance Report and a satisfactory Monthly Summary of Expenditures Report. The County has the right to withhold payment if the Department deems either required monthly report to be unsatisfactory. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision in this matter shall be binding.

On _____ or thereafter, upon execution of the Contract (to include proof of insurance), the County will provide the Provider with twenty-five percent (25%) of the contract amount. Thereafter, for each month of satisfactory performance, the County will reimburse the Provider up to 1/11th of sixty-five percent (65%) of the contract amount. The County shall withhold ten percent (10%) of the contract amount for disbursement to the Provider at the expiration of this Contract. This disbursement shall occur upon receipt of the final Monthly Performance Report and the Monthly Summary of Expenditures Report and is contingent upon the Provider's overall satisfactory performance.

The County reserves the right to convert this Contract to a cost-basis Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of service delivery is provided.

Once the determination has been made to convert to a cost-basis method, the Provider shall submit to the Department, the **Department of Human Services Monthly Reimbursement form** on a monthly basis. Monthly reimbursement requests and accompanying documentation must be received by the Department no later than the 15th of the month following the month for which reimbursement is requested. The County will reimburse the Provider up to 1/11th of sixty-five percent (65%) of the contract amount, for each month of satisfactory performance.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

C. Requests for Payment. The County agrees to pay all budgeted costs incurred by the Provider which are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Monthly Summary of Expenditures Report and a Monthly Performance Report on forms provided by the Department. The Department must receive the Monthly Summary of Expenditures Report and the Monthly Performance Report no later than the 15th day of the month following the month for in which services were provided. The Monthly Summary of Expenditures Report shall reflect the expenses incurred by the Provider for the month services were rendered and documented in the Monthly Performance Report. Upon submission of satisfactory required monthly reports, the Department shall make payment.

The Provider shall not be required to submit documentation of expenditures for payment. The Provider agrees to maintain originals of cancelled checks, invoices, receipts, and other evidence of indebtedness as proof of expenditure. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of expenditure. These documents shall be maintained by the Provider for a period of no less than five years and shall be made available for County staff inspection at any time.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project.

D. Processing the Request for Payment. The parties agree that the processing of a payment request shall take a minimum of fifteen (15) days from receipt, if the required monthly reports are satisfactory. The County's Finance Department will issue and mail the check directly to the Provider at the address listed on page one (1) of this Contract, unless otherwise directed by the Provider. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit the Monthly Performance Report and Monthly Summary of Expenditures Report in a manner deemed correct and acceptable by the County, by the 15th day of each month following the month in which the service was delivered, shall be considered a breach of this Contract and may result in termination of this Contract.

E. Closeout Report/Recapture of Funds. Upon the expiration of this Contract, the Provider shall submit a Closeout Report to the Department no more than forty-five (45) days after the expiration of this Contract. This report shall include a cumulative year-end summary of Provider's performance and fiscal expenditures. If after receipt of this Closeout Report, the Department determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

F. DHS Contract Management Manual. All requests for payment will be processed pursuant to the Department's General Procedures Manual. The Department will provide a copy of this Manual to Provider.

XV. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

XVI. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Certificate of Corporate Status. The provider must submit to the Department, within thirty (30) days from the date of execution of this Contract, a certificate of status in the name of the provider, which certifies the following: that the provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the providers most recent annual report has been filed; that its status is active; and that the provider has not filed an Article of Dissolution.

B. Board of Director Requirements. The Provider shall insure that the Board of Directors is apprised of the fiscal, administrative and contractual obligations of the project funded through the County by passage of a formal resolution authorizing execution of the Contract with the County. Failure to provide a copy of the resolution within 15 days of execution of this contract may result in termination of this Contract.

C. Proof of Tax Status. The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990; (c) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (d) IRS 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends.

D. Accounting Records. The Provider shall keep accounting records which conform with generally accepted accounting principles. All such records will be retained by the Provider for not less than five (5) years beyond the term of this Contract.

E. Financial Audit. If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the Department no later than one hundred eighty (180) calendar days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds earned from this Contract have been so audited, whichever is later.

F. Access to Records: Audit. The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to insure compliance with applicable accounting and financial standards. The Provider agrees to maintain supporting documentation for all services provided under this Contract and shall submit such supporting documentation to the County upon request.

G. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs.

Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or Independent Private Sector Inspector General (IPSIG) retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

H. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's budget and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

I. Monthly Performance Reports. The Provider shall furnish the Department with written Monthly Performance Reports on the achievement of its goals as outlined in its Scope of Services. The Monthly Performance Reports shall explain the Provider's progress for each month that services are provided. The data should be quantified when appropriate. Said reports are due by the 15th of the month following the month for which services were provided.

The Provider agrees that all Monthly Performance Reports submitted by the Provider to the Department shall be made available to the Alliance for Human Services and its members/partners.

J. Monitoring: Management Evaluation and Performance Review. This section shall pertain only to Providers whose funding allocation under this Contract is $10,000 or more or whose funding allocation becomes $10,000 or more during the term of this Contract.

The Provider agrees to permit County personnel to perform random scheduled monitoring, reviews and evaluations of the program which is the subject of this Contract. The Department shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Contract.

The Provider shall permit the Department to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Department's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Contract. The Department shall conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract or future funding is dependent upon satisfactory evaluation conclusions.

The Provider agrees that all monitoring reports completed by the Department shall be made available to the Alliance for Human Services and its members/partners.

K. Client Records. The Provider shall maintain a separate individual case file for each client/family served. This case file shall include all pertinent information regarding case activity. At a minimum, the case file will contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the kind of service provided. These files shall be subject to the audit and inspection requirements under Article XVI Section F, G, H and J of this Contract.

L Health Insurance Portability and Accountability Act. Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHP/PHI will be held confidential;
5. Making Protected health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

XVII. SUBCONTRACTORS AND ASSIGNMENTS.

A. Subcontracts. The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the Department, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract.

B. If this Contract involves the expenditure of $100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Service (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

XVIII. MISCELLANEOUS.

A. Out of Town Travel. Costs for out-of-town travel are allowable, if they are useful for the administering of program activities. All travel must be approved through DHS Contract Management Division two weeks prior to date travel is to be taken and pursuant to the provisions outlined in the Contract Management Manual.

B. Petty Cash. Community Based Organizations who establish a petty cash fund must maintain detailed support documentation in accordance with the provisions outlined in the Contract Management Manual.

C. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes the County for the support of all contracted activities.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Modifications and Change Orders. Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be negotiated as a written amendment to this Contract between the parties.

The County Manager is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed change orders.

F. Counterparts. This Contract is signed in five (5) counterparts, and each counterpart shall constitute an original of this Contract.

G. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

H. Totality of Contract/Severability of Provisions. This sixteen (16) page Contract with it recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami-Dade County Affidavits
Attachment C1:	Code of Business Ethics
Attachment C2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment D:	State Public Entities Crime Affidavit
Attachment E:	List of Subcontractors and Suppliers
Attachment F:	Proposal
Attachment G:	Living Wage Requirement
Attachment H:	Special Conditions (where applicable)

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective and duly authorized officers as of the day and year first above written.

(SEAL)

ATTEST: _____
AGENCY

By: _____ By: _____
(Signature of Authorized Representative) (Signature of Authorized Representative)

_____ _____
Type or Print Name Type or Print Name

Witnesses:

By: _____ By: _____
Signature Signature

_____ _____
Type or Print Name Type or Print Name

ATTEST: MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____ By: _____
DEPUTY CLERK GEORGE M. BURGESS
COUNTY MANAGER