Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2008

Agenda Item No. 9(A)(7)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Ratifying Amendments Two and Three to the Contract between Miami-Dade County and Victim Response, Inc. for the Operation of the County's Northwest Domestic Violence Center; Waiving the Competitive Bid Process; and Authorizing the County Mayor or Designee to Execute and Exercise the Provisions of a Contract with Victim Response, Inc. for FY 2008-2009 in Substantially the Same Form as Attached

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Recommendation

It is recommended that the Board of County Commissioners (Board) waive the competitive bid process and ratify Amendment Two (Attachment A) and Amendment Three (Attachment B) to the contract between Miami-Dade County and Victim Response, Inc., (Victim Response) a 501(c)(3) nonprofit corporation, for the operation of The Lodge, the County's Northwest domestic violence center, from March 1, 2007 to September 30, 2008 (19 months) in the amount of $2,554,445. In addition, it is recommended that the Board waive the competitive bid process and authorize the County Mayor or designee to execute and exercise the provisions of a contract with Victim Response for the period of October 1, 2008 to September 30, 2009 in substantially the same form as attached (Attachment C).

Scope

Although The Lodge is physically located in Northwest Miami-Dade County, the impact of this domestic violence center is countywide in scope because it serves all of Miami-Dade County.

Fiscal Impact/Funding Source

The operation of the County's Northwest domestic violence center is solely funded by the County's Domestic Violence Oversight Board (DVOB) Trust Fund, which receives 15 percent of the Food & Beverage Tax that supports the Homeless Trust.

- Ratification of Amendment Two to the FY 2005-06 contract has a fiscal impact of $854,445, and ratification of Amendment Three has a fiscal impact of $1,700,000, for a total fiscal impact of $2,554,445 over 19 months.
- Execution of a one-year contract for FY 2008-09 has a fiscal impact not to exceed $1,700,000.

Track Record/Monitor

This contract will be monitored by the Office of Community Advocacy (OCA), through the staff of the DVOB.

Background

Resolution No. 568-03, approved by the Board on June 3, 2003, authorized the expenditure of up to $4.75 million from the DVOB Trust Fund for the operation of the County's Northwest domestic violence center for a three-year period. The resolution also authorized the County Manager to execute any necessary contracts and agreements that would serve to further the purposes of the funding request and expend additional funds that may have become available.

After an extensive and exhaustive selection process, Resolution No. 230-04, approved by the Board on February 17, 2004, authorized the County Manager to award the contract to the Advocate Program Inc., a private nonprofit corporation, for the operation of the County's Northwest domestic violence center. The County entered into a contract with the Advocate Program for a one-year period from March 1, 2004 to February 28, 2005, with two additional one-year options to renew (OTR) periods ending February 28, 2007, not to exceed $4.75 million over the entire three-year period (Attachment D).

Pursuant to the contract terms, within the first 12 months of operating the shelter, the Advocate Program created Victim Response, Inc. to fulfill the requirement of being a 501(c)(3) organization with its primary mission of providing services to victims of domestic violence. Subsequently, the County entered into a contract with Victim Response (Attachment E) for a one-year term, March 1, 2005 to February 28, 2006, in the amount of $1,551,380. Amendment One to the contract exercised an additional one-year OTR period from March 1, 2006 to February 28, 2007, in the amount of $1,442,100 (Attachment F).

In the FY 2007-08 Adopted Budget, the DVOB was transferred from the Department of Human Services to OCA. Amendment Two, which extended the contract period from March 1 to September 30, 2007, and Amendment Three, which extended the contract period to be concurrent with the 2007-08 fiscal year, were inadvertently approved by staff without the Board's prior authorization. This was only recently discovered by OCA staff during consultation with the Department of Procurement Management and County Attorney's Office (CAO).

Upon further review of the authorizing resolution and contract agreements, it is recommended that it is in the best interest of the County to waive the competitive bid process, ratify Amendments Two and Three, and authorize the County Mayor or designee to execute and exercise the provisions of a one year contract with Victim Response for FY 2008-09 (Attachment C) to ensure continuity of services for victims of domestic violence and their children. Victim Response has an established network of interdependent relationships that form crucial linkages to the continuum of services available, and a disruption in services would not be in the best interest of the County's victims of domestic violence.

At its May 29, 2008 meeting, the DVOB unanimously approved a motion to recommend that the Board ratify Amendments Two and Three, grant the bid waiver, and exercise a one-year contract for FY 2008-09. The OCA is currently looking at comparative operational costs and weighing all factors to recommend a course of action moving forward as to the future of this contract.

Assistant County Manager

Timeline & Chart

June 3, 2003

- Board approves Resolution R-568-03 authorizing the County Manager to expend funds administered by the Domestic Violence Oversight Board in an amount up to $4.75 million over three years.

February 17, 2004

- Board approves Resolution R-230-04 authorizing the County Manager to enter into a contract with Advocate Program, Inc. to manage and operate the Domestic Violence Oversight Board for one year, with two one-year Options to Renew.

- Pursuant to the contract terms, within the first 12 months of operating the shelter the Advocate Program created Victim Response to fulfill the requirement of being a 501(c)(3) organization with its primary mission of providing services to victims of domestic violence.

March 1, 2005

- Contract transfers from Advocate Program to Victim Response. The two remaining Options to Renew of the original contract with the Advocate Program become year one and amendment one of the contract with Victim Response.

Contract Term	Contract Dates	Organization	Amount
Year One	March 1, 2004 to February 28, 2005	Advocate Program, Inc.	$1,756,520
First One Year OTR (or Year One)	March 1, 2005 to February 28, 2006	Victim Response	$1,551,380
Second One Year OTR (or Amendment One)	March 1, 2006 to February 28, 2007	Victim Response	$1,442,100
Amendment Two (ratification)	March 1 to September 30, 2007	Victim Response	$854,445
Amendment Three (ratification)	October 1, 2007 to September 30, 2008	Victim Response	$1,700,000
One Year Contract	October 1, 2008 to September 30, 2009	Victim Response	$1,700,000

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 7, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(7)

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. 9(A)(7)
10-7-08

RESOLUTION NO. _____

RESOLUTION RATIFYING AMENDMENTS TWO AND THREE TO THE CONTRACT WITH VICTIM RESPONSE, INC. FOR THE OPERATION OF THE COUNTY'S NORTHWEST DOMESTIC VIOLENCE CENTER; WAIVING THE COMPETITIVE BID PROCESS; AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AND EXERCISE THE PROVISIONS OF A CONTRACT WITH VICTIM RESPONSE, INC. FOR FISCAL YEAR 2008-2009 IN SUBSTANTIALLY THE SAME FORM AS ATTACHED

Whereas, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated by reference,

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

Section 1. Ratifies Amendments Two and Three to the contract with Victim Response, Inc., a 501(c)(3) corporation, for the operation of The Lodge, the County's Northwest domestic violence center.

Section 2. Authorizes the County Mayor or designee to execute and exercise the provisions of a contract with Victim Response, Inc., in substantially the same form as attached, for the period of October 1, 2008 to September 30, 2009.

Section 3. Finds it in the best interest of Miami-Dade County to waive formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code by a two-thirds vote of the Board members present.

Section 4. Authorizes the County Mayor or designee to execute agreements necessary to effectuate any of the purposes of this Resolution, and to exercise amendments, modifications, cancellation, and termination clauses of said agreements, following their approval by the County Attorney's Office, on behalf of Miami-Dade County, Florida.

The foregoing resolution was 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2008. 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. MD

Mandana Dashtaki

AMENDMENT # 2
TO FY 2005-2006 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
VICTIM RESPONSE INC.

Miami-Dade County by and through its Department of Human Services located at 2525 NW 62nd Street, 4th Floor, Miami, Florida 33147 (hereinafter called "the County") and Victims Response Inc. located at P. O. Box 470728, Miami, FL 33147 (hereinafter called "the Provider") hereby agree on this 1st day of March 2007 to amend the Contract dated _____ between the County and Provider (hereinafter called "the Contract") and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Contract for the provision of Social/Human services; and

WHEREAS, the Contract allows for amendment by written consent of the County and the Provider; and

WHEREAS, the original contract was entered into on March 1, 2004, renewed via new contract on March 1, 2005, which was amended once on March 1, 2006, and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to the amendment as follows:

I. **Attachment B.** The budget of Attachment B, Amendment #1 of this agreement shall be stricken in its entirety and replaced in its entirety with Attachment B of this Amendment, which has been designated Attachment B, Amendment #2.

II. **Section I, AMOUNT PAYABLE,** is amended to read:

Subject to available funds, the maximum amount payable for services rendered under this Contract shall not exceed **$854,445.** Both parties agree that should the available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

III. **Section IV, EFFECTIVE TERM,** is amended to read:

Both parties agree that the effective term of this Contract shall be from **March 1, 2007** to **September 30, 2007**.

IV. **Section VI, INSURANCE,** is amended to read:

B. All Other Providers. The Provider shall furnish to Miami-Dade County, Department of Human Services, 2525 N.W. 62nd Street, 4th Floor, Miami, Florida 33147, Certificate(s) of Insurance or written verification 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 Certificate(s) or written verification (binders) and such documents

have been approved by Risk Management. The Certificate (s) shall indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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.

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.

Professional Liability Insurance, when applicable, in the name of the Provider in an amount not less than $250,000.

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.

C. Failure to Provide Certificate of Insurance shall be deleted in its entirety.

V. **Section XIV, PAYMENT PROCEDURE,** is amended to read:

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 March 1, 2007 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 1/6th 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, the Year End Summary Report and the Year End Close out Report. This disbursement shall be 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 1/6th of sixty-five percent (65%) of the contract amount, for each month of satisfactory performance.

VI. **Section XVI, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW** is amended to add:

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.

M. Disaster Plan/Continuity of Operations Plan (COOP). The Provider shall submit to the Department an Agency Disaster Plan/COOP by April 1st of each contract year. If the Provider does not have a COOP Plan currently with the Department (submitted within the past year) it must submit a COOP Plan within 30 days of execution of this Contract. The Plan should be updated annually. At a minimum, the Plan should describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes applicable to the Provider. The Disaster Plan is subject to review and approval of the County.

VII. If any conflict in language exists between the Contract and this Amendment #_2_ the language in this Amendment #_2_ shall prevail.

VIII. All terms and conditions of the Contract not affected by this Amendment #_2_ are still in full force and effect.

IX. This Amendment #_2_ is hereby made a part of the Contract and is binding upon the County and the Provider.

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page amendment to be executed by their officials thereunto duly authorized.

(SEAL)

ATTEST:

VICTIM RESPONSE, Inc.
AGENCY NAME

By: _____
(Signature of Authorized Representative)

Angela Diaz-Vidaillet
Type or Print Name

By: _____
(Signature of Authorized Representative)

DANO L. COZMONY
Type or Print Name

Witnesses:

By: _____
(Signature)

Marcia Hasbani
Type or Print Name

By: _____
(Signature)

Carla Biltres
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK 3/7/07

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

AMENDMENT # 3
TO FY 2005-2006 CONTRACT BETWEEN MIAMI-DADE COUNTY AND VICTIM RESPONSE, INC.

Miami-Dade County by and through its Department of Human Services located at 2525 NW 62nd Street, 4th Floor, Miami, Florida 33147 (hereinafter called "the County") and Victim Response, Inc. located at P. O. Box 470728, Miami, FL 33147 (hereinafter called "the Provider") hereby agree on this 1st day of October 2007 to amend the Contract dated October 24 between the County and Provider (hereinafter called "the Contract") and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Contract for the provision of Social/Human services; and

WHEREAS, the Contract allows for amendment and renewal by written consent of the County and the Provider; and

WHEREAS, the original contract was entered into on March 1, 2004, renewed via new contract on March 1, 2005, which was amended twice on March 1, 2006 and March 1, 2007, and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to the amendment as follows:

I. **Attachment A.** The scope of services and outcome and output measures of Attachment A of this Contract shall be stricken in its entirety and replaced in its entirety with Attachment A of this Amendment, which has been designated Attachment A, Amendment #3.

II. **Attachment B.** The budget of Attachment B, Amendment #2 of this Contract shall be stricken in its entirety and replaced in its entirety with Attachment B of this Amendment, which has been designated Attachment B, Amendment #3.

III. **Attachment H.** The permit agreement of Attachment H, Amendment #2 of this Contract shall be stricken in its entirety and replaced in its entirety with Attachment H of this Amendment, which has been designated Attachment H, Amendment #3.

IV. **Section I, AMOUNT PAYABLE,** is amended to read: 12

Subject to available funds, the maximum amount payable for services rendered under this Contract shall not exceed **$1,700,000.** Both parties agree that should the available

County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

V. **Section IV, EFFECTIVE TERM,** is amended to read:

Both parties agree that the effective term of this Contract shall be from **October 1, 2007** to **September 30, 2008**. The County in its sole discretion may renew this Contract for one (1) additional one-year period 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. **Section XIV, PAYMENT PROCEDURE, Subsection A,** is amended to read:

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 October 1, 2007 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, the Year End Summary Report and the Year End Close out Report. This disbursement shall be 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.

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VI. If any conflict in language exists between the Contract and this Amendment # 3 the language in this Amendment # 3 shall prevail.

VII. All terms and conditions of the Contract not affected by this Amendment # 3 are still in full force and effect.

VIII. This Amendment # 3 is hereby made a part of the Contract and is binding upon the County and the Provider.

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IN WITNESS WHEREOF, the parties hereto have caused this three (3) page amendment to be executed by their officials thereunto duly authorized.

(SEAL)

ATTEST:

VICTIM RESPONSE, Inc.
AGENCY NAME

By: _____
(Signature of Authorized Representative)

M. David Mc Griff

By: _____
(Signature of Authorized Representative)

Angela Diaz-Vidaillet

Witnesses:

By: _____
(Signature)

Sharon Denaro

By: _____
(Signature)

Dana Cormany

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
for COUNTY MANAGER

ATTACHMENT A, AMENDMENT #3

Scope of Services

Scope of Services for FY '07-'08 Contract between
Victim Response, Inc.
and
Miami-Dade County

Victim Response, Inc., hereafter known as the Provider, shall operate and maintain a domestic violence center on behalf of Miami-Dade County (MDC) and the Miami-Dade County Domestic Violence Oversight Board (DVOB).

The Domestic Violence Center (hereinafter referred to as "The Center") was renovated and equipped by the DVOB to be a turnkey operation, with each party's maintenance responsibilities outlined in Attachment H – Permit Agreement, of this contract.

I. Services to be provided:

A. The Provider shall operate The Center as a 24-hour residential program. The Center must have a staff schedule demonstrating sufficient staff coverage 24 hours a day, 7-days a week.

B. The Provider shall maintain its state certification as a domestic violence center with the Florida Department of Children and Families, Office of Domestic Violence Program. Thereby adhering to s. 39.905(1)(c), F.S. and the most current Administrative Rules for Certification Standards (65C-6) and any modification from the Florida Coalition Against Domestic Violence.

II. The Provider shall also continue to:

1. Renew the **Permit Agreement** with Miami-Dade County for the property (building and grounds of The Center). The yearly cost of the agreement will be $10. Included in the **Permit Agreement** will be the conditions by which each party will provide for the maintenance of the facility, grounds and property. The 24-hour emergency contact phone number for repairs is 305-547-7902 or 305-547-7944.

2. Maintain and update a participant database and a referral sources database. The Center must have clear and detailed written procedures regarding database maintenance and preservation including identifying staff, or other individuals who are allowed to access the system and the protocols to ensure participant confidentiality. Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services reserves the right to require additional data collection as deemed necessary and appropriate.

3. Provide monthly progress reports (agreed upon by both parties), quarterly and year to date information to the DVOB regarding the number of unduplicated participants served (both residential and outreach), participant demographics, days of shelter services rendered, number of hotline calls, and any other information as requested by the DVOB. Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services may request additional reports.

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4. Update, as needed, the participant handbook for residential participants. The handbook must contain information regarding the rights, remedies, and responsibilities of The Center's residents including The Center's rules regarding order, safety, health, and other aspects of community living. Any updates to the document must be submitted to MDC/DVOB to replace or update their copy of the participant handbook.

5. Maintain protocols to ensure that persons with disabilities are served by The Center.

6. Maintain the protocol that ensures that at least two (2) beds are set aside for elderly victims (aged 60 or over) who require services. This protocol must include information on how the beds would be used when elderly participants do not require services as well as a plan of action to vacate the beds if an elderly participant seeks refuge at The Center.

7. Maintain protocols and the necessary outreach, coordination of efforts, Memorandum of Agreement/Understanding (MOA/MOU), or any other vehicle necessary to ensure that shelter is available for male victims seeking refuge at The Center. Adult male victims cannot be housed at The Center.

8. Maintain protocols and secure the necessary resources to provide services to non-residential participants, including individual and group counseling.

9. Secure and maintain collaborative agreements to coordinate service delivery, and share resources to address the full range of the victim's needs at The Center. Partnerships must continue to be secured and renewed with the courts, police, victim advocacy programs, Rape Treatment Center (RTC), State Attorney's Office (SAO), community based programs, State of Florida Department of Children and Families (DCF) projects, One Stop Career Centers, One Stop Domestic Violence Centers, the two existing County-run domestic violence shelters and any other service provider that might interface with domestic violence or sexual assault victims and survivors.

10. Secure and maintain collaborative agreements with community-based victim advocacy services to ensure that an advocate is available, if necessary, to accompany The Center's participants (residential and outreach) to court appearances.

11. Childproof all of The Center's areas that are accessible to children. This includes taking any and all steps necessary to restrict the access by children to other areas.

12. Avail outside and inside play areas for the children that include play equipment, toys, books, coloring supplies, and any other items required to provide a friendly, safe, and nurturing environment for the children.

13. Maintain the Memorandum of Agreement/Understanding (MOA/MOU) with the Humane Society of Greater Miami for the Safe Pet Project. This project provides shelter for the victims' pets during their stay at The Center, so they do not have to be left behind.

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14. Coordinate with the Office of the Attorney General and the Bureau of Crimes Compensation. The arrangement shall have language that details the coordination linkages.

15. Secure linkages with providers of free/low cost legal services. The agreement shall detail the coordination linkages that have been secured.

16. Provide victims services in a residential setting. The Center accommodates 40 beds and a few cribs. The facility is equipped with three (3) kitchens, laundry facilities, counseling and training rooms, gathering areas, a children's playroom, staff offices, and a secure outside play area for the children.

17. Maintain two (2) vehicles. One (1) of the vehicles is a van and must be available for outings with The Center's participants.

18. Provide round-the-clock security services (24 hours a day, seven days a week, 365 days a year). This service shall be provided by properly certified/licensed individuals.

19. Provide a part-time licensed clinical therapist primarily for staff development and support, case reviews, and participant consultations as needed.

20. Provide a full-time child advocate to administer the child assessments and provide specialized counseling for children and their parents/custodians.

21. Provide at least one (1) full-time equivalent custodial worker to maintain a clean and healthy environment in the residential areas of The Center, including the kitchens and laundry rooms. This custodial worker is in addition to the custodial services needed to maintain a clean and healthy environment in the staff areas.

22. Provide all adult participants served by The Center (residential or outreach) with follow-up services. Follow-up contacts and services shall take place at minimum intervals of 30-days, 60-days, 90-days, 180-days, and one year after exiting the program.

23. Provide qualified staff, paid or unpaid, which must be available to care for the children of victims while they are receiving services at The Center.

24. Coordinate linkages with the Advocate Center for Training and Treatment (ACTT). ACTT provides professional training and education services for Domestic Violence and Sexual Assault activities. VRI has a protocol that details coordination linkages and incorporates promising practices developed by ACTT into its operation.

25. Provide at least one (1) staff member who is trained in providing assistance to sexual assault victims including intervention, counseling, case management, and advocacy.

26. Provide a supervisor and a staff member with decision-making powers available at all times, whether present at The Center or on call, to attend to emergency situations. This requirement may be fulfilled with one staff person if that person possesses both requirements.

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27. Provide a detailed scope of services for each sub-contractor, partner, collaborator, or any other party providing a service, materials or equipment for The Center.

28. Provide in-center training opportunities for The Center's residents and outreach participants, which must include computer skills training, job search, life skills development, and any other appropriate training necessary to improve the safety and sustainability of The Center's participants.

29. Inform the residential participants of the maximum length of stay and any criteria which may impact or shorten their stay.

30. Have a written protocol in place to make a safe shelter available when it cannot be directly provided by The Center, due to either being filled to capacity or a natural/other disaster.

31. Provide specialized parenting skills training for residential and outreach participants.

32. Incorporate a program of services tailored to the children who have witnessed domestic violence.

33. Maintain the eligibility requirements developed for participation in any of The Center's programs. This must include victims of sexual assault.

34. Assess outreach participants for danger during each service contact.

35. Provide permanent staff to deliver direct services to participants except during an emergency situation. Temporary staff may not occupy any position for more than 60-days.

36. Utilize the policy that details the actions to be taken with an employee who has been arrested for an act of domestic violence or sexual assault, or when an injunction case has been filed against the employee.

37. Have on file a satisfactory background check, level one or two when either is applicable, on all of The Center's staff - including temporary workers and subcontractors.

38. Provide an exit interview, which at a minimum shall include, an assessment of the programs and services, treatment by staff (respectful, tone, helpful), knowledge of domestic violence dynamics, children's services, safety planning, and goal planning. The procedures shall contain a sample form and describe how it will be administered.

39. Ensure that every residential participant participates in an exit interview. In the case where the participant refused to participate in the exit interview, The Center shall document the attempts to provide an exit interview prior to their departure.

40. Set-aside a minimum of **$50,000** for direct relief to victims following an approved eligibility and distribution protocol.

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41. Set-aside a minimum of **$40,000** to cover the costs of outside daycare services for the children/dependents of the victims following an approved eligibility and distribution protocol.

42. Make cultural competency a primary concern and goal of The Center. Cultural competency refers to a program's ability, at the levels of policy, administration and practice, to honor and respect those beliefs, interpersonal styles, attitudes and behaviors of the culturally diverse participants and the diverse staff who are providing the required services.

43. Maintain linguistic competency. Victims accessing The Center should always be able to receive services in their native language. (All of The Center's forms that are completed or signed by the victims must be printed in their native language.)

44. Make volunteer services an integral part of the program's services.

45. Strictly adhere to the Contract regarding Section III - Budget Summary and Section XIV – Payment Procedures (A-D), paying special attention to timeline requirements.

IV. The Provider's CEO or their designated person shall attend **all** of the monthly meetings, and committee meetings when requested, of the Miami-Dade County Domestic Violence Oversight Board and must provide a quarterly report to the Board, which can be either written or verbal regarding the operations of The Center and the participants being served.

V. The Miami-Dade County Department of Human Services (DHS)/DVOB staff or its designees shall monitor this contract and evaluate the services of The Center, offering technical assistance where necessary.

SPECIAL CONDITIONS

- The Provider shall continue to make every effort to minimize any adverse economic impact on existing certified domestic violence centers or services provided within Miami-Dade and Monroe Counties.

- The Provider shall increase its cash revenue through its fundraising efforts. These funds shall be used to offset The Centers' operating expenses. The fundraising amount shall increase with renewal until the Provider has the capacity to operate the Center with minimal funding from the County.

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Outcome/Output Measures and Reports

The County is requiring, at a minimum, the following reports and results for participants served at The Center and from the program:

- 75% Of all adult participants will participate in an exit interview.
- 80% Of all participants completing the exit satisfaction form, will report satisfaction with the services received.
- 25% Of the adult sexual assault victims will return to the Center for follow-up counseling services.
- 25% Of the adult DV participants will return to the Center for follow-up counseling services.
- 100% Of all participants will be provided information on Injunctions for Protection (FS 741/784)
- 90% Of all outreach participants will be provided, at minimum, with individual counseling, support groups, safety planning and an exit interview of program services provided to them.
- 100% Of all participants will be given a safety plan.
- 95% Of adult and child victims in shelter for more than 72 hours will have a family safety and security plan when they leave the center. The key elements of a safety plan must include, at a minimum:
  - Dangerousness Assessment
  - Abuser Patterns
  - Escape Plan
  - Client Signature
- 100% Of all adult participants will be given information on relocation funds available through Office of the Attorney, General Bureau of Crimes Compensation and through Temporary Assistance for Needy Families (TANF).
- 100% Of all families with children will receive information regarding Medicaid, Kid Care, and other free or low-cost health insurance programs for children and families.
- 100% Of families expressing an interest in these programs (free or low-income health insurance), will receive assistance completing applications and any forms required to determine eligibility and enrollment.
- 100% Of all new staff (paid and unpaid) will attend and complete within the first 6-months of employment training on the protocols for confidentiality of Domestic Violence center facilities, client information, reporting of abuse or neglect, medical emergencies, fire emergency, threats of harm by participants or other crimes by participants, search and arrest warrants, subpoenas, confidentiality regarding deceased participants, safety planning, policies and general procedures of the facility.
- 100% Of the children in the Center for 72 hours or longer will have a child assessment
- 50% Of all participants, residential and outreach, will respond to follow-up services

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- 100% Of the Hot-line calls will be documented
- 100% Of referrals made through the Hot-line will be documented

Please indicate the amounts of the following:

_____ Number of children who received daycare and/or after school care

_____ Number of Outreach Adult participants _____ # Male _____# Female

_____ Number of Outreach Minor participants _____ # Male _____# Female

_____ Number of participants (adults & children) referred to JMH and/or a local clinic

_____ Number of participants (adults & children) referred to RTC

IF ANY OF THE OUTCOMES WERE NOT MET DURING THE MONTH, PLEASE EXPLAIN BY IDENTYING THE REASONS AND ACTIONS THAT WILL BE TAKEN TO RESOLVE THE SITUATION.

MONTHLY REPORTS

FACILITY MANAGEMENT:

Work done to the building this month by: GSA, outside vendors, etc., please be specific:

_____
_____
_____

Work still pending by GSA, outside vendors, etc.

_____
_____
_____

Lawn maintenance (completed or needed) please be specific

_____
_____
_____

Updates on additional improvements that are needed to the facility

_____
_____
_____

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Unusual incidents involving participants and/or employees (please attach copies of any incident reports) indicate YES or NO

Unusual incidents involving the building i.e.: fire etc.

Other problems: including security issues, etc

ADMINISTRATIVE REPORT:

Persons failing levels 1 or 2 of the security background checks

Budget adjustments needed

Fundraising activities: dates, type of event, funds raised, etc.

Estimated value of the donations received during the reporting month $_____

UPDATES:

Changes to any forms used i.e.: intake, phone logs, etc (attach new form)

Update: on 501 (c) 3: victim response inc., board members, etc.

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Data base including referral sources maintained: list of referral sources and updates

Client handbook updates (attach updates)

Protocol updates (attach updates)

Outreach plan and case management plan updates including activities, services, follow-up and tracking mechanisms: please explain

Is a copy of the most recent list of employees and volunteers who claim privilege under s. 90.5036 attached? _____ Yes _____ No If no, please state why?

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New Hire/Termination of Personnel Report

New Hire:

Name	Position	Hire Date	Starting Salary	Replacing (Name)

Termination:

Name	Position	Term Date	Salary @ Term	Replaced by (Name)

MIAMI-DADE COUNTY
OFFICE OF COMMUNITY ADVOCACY

CONTRACT

This Contract, made this 1st day of **OCTOBER, 2008**, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "County") through its **Office of Community Advocacy** (hereinafter referred to as the "Department"), located at **111 NW 1st Street - Miami, Florida 33128,** and **Victim Response, Inc.** located at **P.O. Box 470728, Miami, Florida 33126** (hereinafter referred to as "Provider" or "VRI") states the 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 Miami-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 Mayor or his designee; and

WHEREAS, the County desires to enter into a Contract with Provider VRI to operate a Domestic Violence Center for FY 2008-2009; and

WHEREAS, the Provider will develop and provide services of value for 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 for the Provider to provide 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 $**1,700,000**. Both parties agree that should the 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 AND OUTCOME AND OUTPUT MEASURES. The Provider agrees to render services in accordance with the Scope of Services and Outcome and Output Measures incorporated herein and attached hereto as **Attachment A**.

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

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

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

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

IV. EFFECTIVE TERM. The effective term of this Contract shall be from **October 1, 2008 to September 30, 2009.**

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. All other Providers shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, 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. 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.

B. 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 Office of Community Advocacy , 111 NW 1st Street, Miami, Florida 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.

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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.

C. Failure to Provide Certificates of Insurance. If the Provider fails to furnish the County with Certificates 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. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Contract may result in the termination of this Contract.

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, and 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 the termination of this Contract.

B. Background Screening. In accordance with sections 39.076 and 39.001, Florida Statues, only employees and subcontracted personnel with a satisfactory background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or

Federal Bureau of Investigation) may work in direct contact with children or youth.

If the Provider fails to furnish the County with proof of the satisfactory background screening required under this Section, the County shall not disburse any funds until it is provided with documented proof that the required background screening has been initiated.

VIII. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-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. §2000d, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. 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 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. 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. Termination. The County Mayor or his designee 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 Mayor or his designee 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 a reimbursement basis contingent upon the submission of a satisfactory Monthly Performance Report and a satisfactory Monthly Summary of Expenditures Report and other reports required

by the County. The County has the right to withhold payment if the Department deems either required Monthly Performance Report or the Monthly Summary of Expenditures 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 **October 1, 2008** or thereafter, upon execution of the Contract 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 $1/11^{th}$ 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 final Monthly Summary of Expenditures Report and is contingent upon the Provider's overall satisfactory performance, as determined solely by the County.**

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder. The county is not liable for payment to any subcontractor of the Provider 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 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 unless requested by the County for same. 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 after the completion of the contract and shall be made available to County staff for 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, the County shall recapture any unexpended or unallocated funds.

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.

B. 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 provider's 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 to generally accepted accounting principles. The Provider will retain all such records 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 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 the Provider or third parties construe them to impose any liability on the County.

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, sub-consultants 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 and outcomes 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.

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.

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 secured under lock and key and be subject to the audit and inspection requirements under Article XVI Section F, G, H and J of this Contract.

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. Facilities, Equipment and Supplies Funded by Miami-Dade County

The "turn-key" term as used in this contract denotes a facility that was completed and ready for occupancy at the time that the County turned it over to the Provider. In addition to the facility, the County (on a one time basis) also supplied the following items during the first year of operation:

- Furniture, including beds, lockers, cribs, offices and outside furniture and benches;
- Appliances including washers, dryers, stoves, refrigerators, and dishwashers;
- Cookware, utensils, and dishes;
- Linens;
- Telephone system;
- Window coverings;
- Security System; (monitoring only)
- Pre-wired Outlets for voice and data exchange;
- Card-key security access system;
- Exam tables for the health clinic; and
- Office furniture for the health clinic.
- Basic playground equipment

The Provider must replace any and all equipment and furnishings as they become unusable, damaged or dangerous due to normal wear and tear. The Provider must also plan to cover the cost of the replacements in their annual operating budget. Miami-Dade County will not provide additional funds for this expense. The Provider must also comply with all County procedures on the disposal of property.

In the first year's budget, the County also provided the following one-time funding to assist with the start up costs:

- $50,000 for computer equipment, network and equipment installation, and other costs related to installing the systems and procuring connectivity (internet access) for staff and residents.

The Provider must now replace all stock as needed. The Provider must plan to cover the cost of these replacements from their annual operating budget. Miami-Dade County will not make additional funds available for this expense.

XIX. ASSETS.

A. Return to the County. All assets, personal property, and/or real property acquired by the Provider in whole or in part with County funds shall be returned to the County, or transferred to any agency, organization or other entity designated by the County upon the termination or expiration of this Contract. The Provider agrees that should it acquire any real property by deed, such a deed shall include language which specifically and prominently provides that the real property subject to the deed was purchased, in whole or in part, with County funds and is subject to this Contract with the County.

B. Ownership of Information. Where the activities supported by this contract produced reports, manuals, information, data, or other materials, in whole or in part with County funds shall upon the termination or expiration of this Contract, be surrendered to the County and thereupon the Provider shall not have any claim of any nature whatsoever upon the said materials.

C. Property Control System. The provider shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory of all items, having a cost or value of $1,000.00, or more that were purchased or acquired with County funds. The property control system must include a listing of all property by description, model, serial number, date of acquisition and cost. Such property shall be inventoried annually and in an inventory report shall be submitted to the County upon request.

XX. MISCELLANEOUS.

A. 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 for the purposes expressly stated in this section. 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.

B. 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.

C. 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 Mayor or his designee 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.

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

E. 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.

F. Totality of Contract/Severability of Provisions. This fifteen (15) page Contract with its 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:	Living Wage
Attachment G:	Lease Agreement

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 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:

Victim Response, Inc.
AGENCY NAME

By: _____
(Signature of Authorized Representative)

Chief Executive Officer
Type or Print Name
Angela Diaz-Vidaillet

By: _____
(Signature of Authorized Representative)

Sharon Denaro
Type or Print Name

Witnesses:

By: _____
(Signature)

SUZANNE QUINN
Type or Print Name

By: _____
(Signature)

Nancy Trina
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

ATTACHMENT A

Scope of Services

Scope of Services for FY2008-2009 Contract between
Victim Response, Inc.
and
Miami-Dade County

Victim Response, Inc., hereafter known as the Provider, shall operate and maintain a domestic violence center on behalf of Miami-Dade County (the "County").

The Domestic Violence Center (hereinafter referred to as "The Lodge") was equipped by the DVOB to be a turnkey operation, with each party's maintenance responsibilities outlined in Attachment G – Lease Agreement, of this contract.

I. Services to be provided:

A. The Provider shall operate The Lodge as a 24-hour residential program. The Lodge must have a staff schedule demonstrating sufficient staff coverage 24 hours a day, 7-days a week.

B. The Provider shall maintain its state certification as a domestic violence center with the Florida Department of Children and Families, Office of Domestic Violence Program. Thereby adhering to s. 39.905(1)(c), F.S. and the most current Administrative Rules for Certification Standards (65C-6) and any modification from the Florida Coalition Against Domestic Violence.

II. The Provider shall also continue to:

1. Renew the **Lease Agreement** with Miami-Dade County for the property (building and grounds of The Lodge). The yearly cost of the agreement will be $10. Included in the **Lease Agreement** will be the conditions by which each party will provide for the maintenance of the facility, grounds and property. The 24-hour emergency contact phone number for repairs is 305-547-7902 or 305-375-1803.

2. Maintain and update a participant database and a referral sources database. The Center must have clear and detailed written procedures regarding database maintenance and preservation including identifying staff, or other individuals who are allowed to access the system and the protocols to ensure participant confidentiality. Miami-Dade County, through the Office of Community Advocacy reserves the right to require additional data collection as deemed necessary and appropriate.

3. Provide monthly progress reports (agreed upon by both parties), quarterly and year-to-date information to the Domestic Violence Oversight Board ("DVOB") regarding the number of unduplicated participants served (both residential and outreach), participant demographics, days of shelter services rendered, number of hotline calls, and any other information as requested by the DVOB. Miami-Dade County, through the Office of Community Advocacy may request additional reports.

4. Update, as needed, the participant handbook for residential participants. The handbook must contain information regarding the rights, remedies, and

responsibilities of The Lodge's residents including rules regarding order, safety, health, and other aspects of community living. Any updates to the document must be submitted to the County to replace or update their copy of the participant handbook.

5. Maintain protocols to ensure that persons with disabilities are served by The Lodge.

6. Maintain the protocol that ensures that at least two (2) beds are set aside for elderly victims (aged 60 or over) who require services. This protocol must include information on how the beds would be used when elderly participants do not require services as well as a plan of action to vacate the beds if an elderly participant seeks refuge at The Lodge.

7. Maintain protocols and the necessary outreach, coordination of efforts, Memorandum of Agreement/Understanding ("MOA/MOU"), or any other vehicle necessary to ensure that shelter is available for male victims seeking refuge at The Lodge. Adult male victims cannot be housed at The Lodge.

8. Maintain protocols and secure the necessary resources to provide services to non-residential participants, including individual and group counseling.

9. Secure and maintain collaborative agreements to coordinate service delivery, and share resources to address the full range of the victim's needs at The Lodge. Partnerships must continue to be secured and renewed with the courts, police, victim advocacy programs, Rape Treatment Center ("RTC"), State Attorney's Office ("SAO"), community based programs, State of Florida Department of Children and Families ("DCF") projects, One Stop Career Centers, One Stop Domestic Violence Centers, the two existing County-run domestic violence shelters and any other service provider that might interface with domestic violence or sexual assault victims and survivors.

10. Secure and maintain collaborative agreements with community-based victim advocacy services to ensure that an advocate is available, if necessary, to accompany The Lodge's participants (residential and outreach) to court appearances.

11. Childproof all of The Lodge's areas that are accessible to children. This includes taking any and all steps necessary to restrict the access by children to other areas.

12. Avail outside and inside play areas for the children that include play equipment, toys, books, coloring supplies, and any other items required to provide a friendly, safe, and nurturing environment for the children.

13. Maintain the Memorandum of Agreement/Understanding ("MOA/MOU") with the Humane Society of Greater Miami for the Safe Pet Project. This project provides shelter for the victims' pets during their stay at The Lodge, so they do not have to be left behind.

14. Coordinate with the Office of the Attorney General and the Bureau of Crimes Compensation. The arrangement shall have language that details the coordination linkages.

15. Secure linkages with providers of free/low cost legal services. The agreement shall detail the coordination linkages that have been secured.

16. Provide victims services in a residential setting. The Lodge accommodates forty (40) beds and a minimum of three (3) cribs. The facility is equipped with three (3) kitchens, laundry facilities, counseling and training rooms, gathering areas, a children's playroom, staff offices, and a secure outside play area for the children.

17. Maintain two (2) vehicles. One (1) of the vehicles is a van and must be available for outings with The Lodge's participants.

18. Provide round-the-clock security services (24 hours a day, seven days a week, and 365 days a year). This service shall be provided by a properly certified/licensedsecurity company.

19. Provide a part-time licensed clinical therapist primarily for staff development and support, case reviews, and participant consultations as needed.

20. Provide a full-time child advocate to administer the child assessments and provide specialized counseling for children and their parents/custodians.

21. Provide at least one (1) full-time equivalent custodial worker to maintain a clean and healthy environment in the residential areas of The Lodge, including the kitchens and laundry rooms. This custodial worker is in addition to the custodial services needed to maintain a clean and healthy environment in the staff areas.

22. Provide trained staff, paid or unpaid, which must be available to care for the children of victims while they are receiving services at The Lodge.

23. Coordinate linkages with the Advocate Center for Training and Treatment (ACTT). ACTT provides professional training and education services for Domestic Violence and Sexual Assault activities. VRI has a protocol that details coordination linkages and incorporates promising practices developed by ACTT into its operation.

24. Provide at least one (1) staff member who is trained in providing assistance to sexual assault victims including intervention, counseling, case management, and advocacy.

25. Provide a supervisor and a staff member with decision-making powers available at all times, whether present at The Lodge or on call, to attend to emergency situations. This requirement may be fulfilled with one staff person if that person possesses both requirements.

26. Provide a detailed scope of services for each sub-contractor, partner, collaborator, or any other party providing a service, materials or equipment for The Lodge.

27. Provide in-center training opportunities for The Lodge's residents and outreach participants, which must include computer skills training, job search, life skills development, and any other appropriate training necessary to improve the safety and sustainability of The Lodge's participants.

28. Inform the residential participants of the maximum length of stay and any criteria which may impact or shorten their stay.

29. Have a written protocol in place to make a safe shelter available when it cannot be directly provided by The Lodge, due to either being filled to capacity or a natural/other disaster.

30. Provide specialized parenting skills training for residential and outreach participants.

31. Incorporate a program of services tailored to the children who have witnessed domestic violence.

32. Maintain the eligibility requirements developed for participation in any of The Lodge's programs. This must include victims of sexual assault.

33. Provide an individual safety assessment for each outreach participants to determine any level of danger during each service contact.

34. Provide permanent staff to deliver direct services to participants except during an emergency situation. Temporary staff may not occupy any position for more than 60-days.

35. Utilize the policy that details the actions to be taken with an employee who has been arrested for an act of domestic violence or sexual assault, or when an injunction case has been filed against the employee.

36. Have on file a satisfactory background check, level one or two when either is applicable, on all of The Lodge's staff - including temporary workers and subcontractors.

37. Provide an exit interview, which at a minimum shall include, an assessment of the programs and services, treatment by staff (respectful, tone, helpful), knowledge of domestic violence dynamics, children's services, safety planning, and goal planning. The procedures shall contain a sample form and describe how it will be administered.

38. Ensure that every residential participant participates in an exit interview. In the case where the participant refused to participate in the exit interview, The Lodge shall document the attempts to provide an exit interview prior to their departure.

39. From the money received from the County, set-aside in the provider's budget a minimum of **$50,000** for direct relief to victims following an approved eligibility and distribution protocol.

40. From the money received from the County, set-aside in the provider's budget a minimum of **$40,000** to cover the costs of outside daycare services for the children/dependents of the victims following an approved eligibility and distribution protocol.

41. Make cultural competency a primary concern and goal of The Lodge. Cultural competency refers to a program's ability, at the levels of policy, administration and practice, to honor and respect those beliefs, interpersonal styles, attitudes and behaviors of the culturally diverse participants and the diverse staff who are providing the required services.

42. Maintain linguistic competency. Victims accessing The Lodge should always be able to receive services in their native language. (All of The Lodge's forms that are completed or signed by the victims must be printed in their native language.)

43. The Provider must engage volunteers to provide services for the program and make this activity an integral part of the program's over all services to the participants of the program.

44. Strictly adhere to all provisions of the Contract, including Section III - Budget Summary and Section XIV – Payment Procedures (A-E), paying special attention to timeline requirements.

IV. The Provider's CEO or their designated person shall attend **all** of the monthly meetings, and committee meetings when requested, of the Miami-Dade County Domestic Violence Oversight Board and must provide a quarterly report to the DVOB, which can be either written or verbal regarding the operations of The Lodge and the participants being served.

V. The Miami-Dade County Office of Community Advocacy (OCA) staff or its designees shall monitor this contract and evaluate the services of The Lodge, offering technical assistance where necessary.

SPECIAL CONDITIONS

- The Provider shall continue to make every effort to minimize any adverse economic impact on existing certified domestic violence centers or services provided within Miami-Dade County.

- The Provider shall attempt to increase its cash revenue through its fundraising efforts. These funds shall be used to offset The Lodge's operating expenses.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Outcome/Output Measures and Reports

The County is requiring, at a minimum, the following reports and results for participants served at The Lodge and from the program:

- 75% Of all adult participants will participate in an exit interview.
- 80% Of all participants completing the exit satisfaction form, will report satisfaction with the services received.
- 25% Of the adult sexual assault victims will return to The Lodge for follow-up counseling services.
- 25% Of the adult DV participants will return to The Lodge for follow-up counseling services.
- 100% Of all participants will be provided information on Injunctions for Protection (Fla. Stat. §741.28, et seq. and §784.046, et seq.)
- 90% Of all outreach participants will be provided, at minimum, with individual counseling, support groups, safety planning and an exit interview of program services provided to them.
- 100% Of all participants will be given a safety plan.
- 95% Of adult and child victims in shelter for more than seventy-two (72) hours will have a family safety and security plan when they leave The Lodge. The key elements of a safety plan must include, at a minimum:
  - Dangerousness Assessment
  - Abuser Patterns
  - Escape Plan
  - Client Signature
- 100% Of all adult participants will be given information on relocation funds available through Office of the Attorney, General Bureau of Crimes Compensation and through Temporary Assistance for Needy Families (TANF).
- 100% Of all families with children will receive information regarding Medicaid, Kid Care, and other free or low-cost health insurance programs for children and families.
- 100% Of families expressing an interest in these programs (free or low-income health insurance), will receive assistance completing applications and any forms required to determine eligibility and enrollment.

- 100% Of all new staff (paid and unpaid) will attend and complete within the first 6-months of employment training on the protocols for confidentiality of Domestic Violence center facilities, client information, reporting of abuse or neglect, medical emergencies, fire emergency, threats of harm by participants or other crimes by participants, search and arrest warrants, subpoenas, confidentiality regarding deceased participants, safety planning, policies and general procedures of the facility.
- 100% Of the children in The Lodge for seventy-two (72) hours or longer will have a child assessment
- 50% Of all participants, residential and outreach, will respond to follow-up services
- 100% Of the Hot-line calls will be documented
- 100% Of referrals made through the Hot-line will be documented

Please indicate the amounts of the following:

_____ Number of children who received daycare and/or after school care

_____ Number of Outreach Adult participants _____ # Male _____# Female

_____ Number of Outreach Minor participants _____ # Male _____# Female

_____ Number of participants (adults & children) referred to JMH and/or a local clinic

_____ Number of participants (adults & children) referred to RTC

IF ANY OF THE OUTCOMES WERE NOT MET DURING THE MONTH, PLEASE EXPLAIN BY IDENTYING THE REASONS AND ACTIONS THAT WILL BE TAKEN TO RESOLVE THE SITUATION.

MONTHLY REPORTS

FACILITY MANAGEMENT:

Work done to the building this month by: GSA, outside vendors, etc., please be specific:

Work still pending by GSA, outside vendors, etc.

Lawn maintenance (completed or needed) please be specific

Updates on additional improvements that are needed to the facility

Unusual incidents involving participants and/or employees (please attach copies of any incident reports) indicate YES or NO

Unusual incidents involving the building i.e.: fire etc.

Other problems: including security issues, etc

ADMINISTRATIVE REPORT:

Persons failing levels 1 or 2 of the security background checks

Budget adjustments needed:

Fundraising activities: dates, type of event, funds raised, etc.

Estimated value of the donations received during the reporting month $_____

UPDATES:

Changes to any forms used i.e.: intake, phone logs, etc (attach new form)

_____
_____
_____

Update on 501 (c) 3: Victim Response, Inc., board members, etc.

_____
_____
_____

Data base including referral sources maintained: list of referral sources and updates

_____
_____
_____

Client handbook updates (attach updates)

_____
_____
_____

Protocol updates (attach updates)

_____
_____
_____

Outreach plan and case management plan updates including activities, services, follow-up and tracking mechanisms: please explain

_____
_____
_____

Is a copy of the most recent list of employees and volunteers who claim privilege under s. 90.5036 attached? _____ Yes _____ No If no, please state why?

_____
_____
_____

New Hire/Termination of Personnel Report

New Hire:

Name	Position	Hire Date	Starting Salary	Replacing (Name)

Termination:

Name	Position	Term Date	Salary at Termination	Replaced by (Name)

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ATTACHMENT B

Budget/Budget Narrative

Miami Dade County Office of Community Advocacy

FY '08-'09 Agency and Program Budget

A) GENERAL

Organization: Victim Response, Inc. "The Lodge"

Address: P.O. BOX 470728 City, State & Zip Code: Miami, Florida 33147

Contact Person: Angela Diaz-Vidaillet, Chief Executive Officer

Telephone: 305-693-1170 ext. 235 Fax: 305-693-2830 E-Mail: angelad@thelodgemiami.org

Agency fiscal year: Oct.1, 2008 - Sept.30, 2009

B) AGENCY BUDGET

Source of Funding	Funding/Grant Period	Agency Budget	Program Budget
Requested Grant Amount for this Program	October 1, 2008 to September 30, 2009	$1,799,149.97	$1,700,000.00
Other Miami-Dade County Grants (specify Source/Department)			
Grants to Encourage Arrest			$25,086.07
FIAC			$13,272.58
State Grants (Specify Source)			
Foundations/Charitable Organizations (Specify Source)			
FCADV			$20,000.00
Fees/Other Revenue (Specify Source)			
Donations/Fundraising			$40,791.32
In-Kind Contributions			
	TOTAL BUDGET		$1,799,149.97

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C) BUDGET SUMMARY FOR PROPOSED PROJECT/PROGRAM

CATEGORY	REQUESTED AMOUNT	DESCRIPTION
Personnel	$1,219,189	Salaries & Fringes
Operating	$480,811	All Other Costs
Capital	$0	Property/Equipment > $750
TOTAL BUDGET	$1,700,000	

D) BUDGETED OPERATING EXPENSES

Project Name: *The Lodge Domestic Violence Center*

Period: *Oct 1, 2008 - Sept 30, 2009*

NAME OF FUNDING SOURCE:			Miami-Dade County		FIAC		EAG		FCADV		Other		TOTAL	
			%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Salaries:														
Position	Name	Annual Salary												
Chief Exec. Officer	Angela Diaz-Vidaillet	$107,306.43	90%	$96,575.79							10%	10,731.00	100%	$107,306.79
Deputy Director	Suzanne Steele-Quinn	$68,250.00	90%	$61,425.00							10%	$6,825.00	100%	$68,250.00
Advocacy Supervisor	Anne Gingerich	$49,350.00	90%	$44,415.00					10%	$4,935.00		-	100%	$49,350.00
Operations Director	Nancy Triana	$60,000.00	100%	$60,000.00						-		-	100%	60,000.00
Resource Developer	Gheisha-Ly Rosario-Diaz	$44,100.00	100%	$44,100.00						-		-	100%	44,100.00
Accountant F/T	Fidelle LaRose	$55,000.00	100%	$55,000.00						-		-	100%	$55,000.00
Victim Advocate F/T	Carolyn Carter	$30,686.04	100%	$30,686.04						-		-	100%	30,686.04
Victim Advocate F/T	Lissette Garzon	$35,837.25	30%	$10,751.17			75%	$25,086.07		-		-	105%	35,837.24
Victim Advocate F/T	Brenda Contreras	$34,650.00	100%	$34,650.00				-		-		-	100%	34,650.00
Victim Advocate F/T	Shirley McNeal	$32,085.98	100%	$32,085.98				-		-		-	100%	32,085.98
Victim Advocate F/T	Deborah Jean Marie	$29,400.00	100%	$29,400.00				-		-		-	100%	29,400.00
Lead Advocate F/T	Sheryl Ross	$47,000.00	100%	$47,000.00		-		-		-		-	100%	47,000.00
Victim Advocate F/T	Zaida Gill	$35,703.19	100%	$35,703.19		-		-		-		-	100%	35,703.19
Victim Advocate F/T	Karina Buchbinder	$29,400.00	100%	$29,400.00		-		-		-		-	100%	29,400.00
Victim Advocate F/T	Raquel Valls	$29,400.00	100%	$29,400.00		-		-		-		-	100%	$29,400.00
Victim Advocate F/T	Enid Nieves	$30,866.47	57%	$17,593.89	47%	$13,272.58		-		-		-	100%	$30,866.47
Lead Child Advocate	Monica Padilla	$40,000.00	75%	$30,000.00		-		-	25%	10,000.00		-	100%	40,000.00
Child Advocate F/T	Gerardo Nieves	$29,400.00	100%	$29,400.00		-		-		-		-	100%	29,400.00
Victim Advocate F/T	Mariana Gutierrez	$29,400.00	100%	$29,400.00		-		-		-		-	100%	29,400.00
C/Y Advocate F/T	Tabitha Gallerini	$32,550.00	100%	$32,550.00									100%	$32,550.00
Victim Advocate FT	Rosie Gonzalez	$28,000.00	100%	$28,000.00									100%	$28,000.00
Executive Assistant	Maria Plaza	$35,152.00	100%	$35,152.00		-		-		-		-	100%	35,152.00
Facility Coordinator	Hector Pulgarin	$40,000.00	100%	$40,000.00									100%	$40,000.00
Custodian	Rosa Alvarez	$26,738.71	100%	$26,738.71									100%	$26,738.71
Custodian	Olga Flores	$26,738.71	100%	$26,738.71									100%	$26,738.71
	TOTAL Salaries		**23.3**	**$936,165.48**	**0.5**	**$13,272.58**	**0.8**	**25,086.07**	**0.4**	**14,935.00**	**0.2**	**17,556.00**	**25.1**	**$1,007,015.13**
Fringe Benefits:														
Fica/Mica	Rate: 7.65%			$74,398.12		-		-		1,143.00		1,343.00	100%	76,884.12
Workman's Comp.	Rate: 2.00%			$19,091.00		-		-		224.00		351.00	100%	19,666.00
Unemployment	Rate: 1.00%			$9,534.00		-		-		150.00		176.00	100%	9,860.00
Health Ins.	Monthly Cost per staff: $440.00	x 12 mon.		$120,000								-	100%	120,000.00
Life & Dental Ins.	Monthly Cost per staff: $50	x 12 mon.		$15,000								-	100%	15,000.00
401 K Contribution				$15,000.00									100%	$15,000.00
Retirement	3%			$30,000.00		$0.00		$0.00				$5,365.32	0%	35,365.32
Other													0%	-
													0%	-
													0%	-
	TOTAL Fringe Benefits			**$283,023.12**		-		-		**1,517.00**		**7,235.32**		**291,775.44**
		Annual Cost												
Operating Expenses:														
Space				-		-		-		-		-	0%	-
Lease / Rent				$10.00		-		-		-		-	100%	10.00
Maintenance				$3,000.00		-		-		-		-	100%	3,000.00
Telephone/Internet				$26,000.00		-		-		-		4,000.00	100%	30,000.00
Waste Disposal				$4,500.00		-		-		-		-	100%	4,500.00
Permits & Licenses				$1,000.00		-		-		-		-	100%	1,000.00
Electricity				$38,000.00									100%	$38,000.00
Direct TV				$700.00									100%	586.00
Other:														
Supplies				-		-		-		-		-		-
Office including reproduction				$12,000.00		-		-		-		-	100%	12,000.00
Program Supplies				$74,266.40		-		-		-		-	100%	74,266.40
Other:														
Equipment				-		-		-		-		-		-
Lease / Rent				$4,000.00		-		-		-		-	100%	4,000.00
Maintenance				$2,000.00		-		-		-		-	100%	2,000.00

27b

D) BUDGETED OPERATING EXPENSES

Project Name: *The Lodge Domestic Violence Center*

Period: *Oct 1, 2008 - Sept 30, 2009*

NAME OF FUNDING SOURCE:	Miami-Dade County		FIAC		EAG		FCADV		Oher		TOTAL	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Other:												
Insurance		-		-		-		-		-		-
Liability/Auto/Property/D&O		$29,575.00		-		-		-		-	100%	29,575.00
Other:												
Travel		-		-		-		-		-	**0%**	-
Local, including tolls & parking		$5,000.00		-		-		-		$6,000.00	100%	11,000.00
Out-of-town		$6,000.00								$4,000.00	100.0%	$10,000.00
Professional Services (list each)		-		-		-		-		-	**0%**	-
Payroll Services ADP		$6,000.00									100%	$6,000.00
Training		$8,000.00								$2,000.00	100%	$10,000.00
Accounting Audit		$10,000									100%	$10,000.00
HR Compliance Audit		$4,200									100%	$4,200.00
IT Consultants		$16,000.00		-		-		-		-	100%	16,000.00
24 Hour Security Guard Services		$96,360.00									100%	$96,360.00
Membership Dues		$7,000.00									100%	$7,000.00
Outside CPA Consultant		$6,000.00									100.0%	$6,000.00
Minor Equipment (less than $750, list each)		-		-		-		-		-	**0%**	-
Minor Office Equipment		$3,000.00		-		-		-		-	100%	3,000.00
Minor Program Equipment		$4,000.00		-		-		-		-	100%	4,000.00
Major/Capital Equipment ($750 or more, list each)		-		-		-		-		-	**0%**	-
		-		-		-		-		-	0%	-
Specify & provide rationale & calculations												
Other:		-		-		-		-		-	**0%**	-
Vehicles Maintenance (Gas, Oil, Repairs)		$15,000.00		-		-		-		-	100%	15,000.00
Recruitment		$4,000.00									100%	$3,000.00
Printing		$4,000.00		-		-		$3,548.00		-	100%	$6,500.00
Set Aside-Day Care		$40,000.00									100%	$40,000.00
Postage/Shipping		$1,200.00		-		-		-		-	100%	$1,200.00
Set Aside - Direct Relief		$50,000.00		-		-		-		-	100%	50,000.00
TOTAL Operating Expenses		**$480,811.40**		-		-		**3,548.00**		**16,000.00**		**500,359.40**
Agency Rate[(1)]:												
Indirect Costs Cost for this program:		-		-		-		-		-	0%	-
TOTAL BUDGET	**94.5%**	**$1,700,000.00**	**0.7%**	**$ 13,272.58**	**1.4%**	**$ 25,086.07**	**1.1%**	**$ 20,000.00**	**2.3%**	**$ 40,791.32**	**100.0%**	**$ 1,799,149.97**

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MIAMI-DADE COUNTY
OFFICE OF COMMUNITY ADVOCACY
BUDGET NARRATIVE

Agency Name: Victim Response, Inc.
Person Completing Form: Angela Diaz-Vidaillet **Program Name:** The Lodge
CONTRACT AMOUNT: $1,700,000.00 **Fiscal Period**: 10/01/08 to 9/30/09

This Budget Narrative shall in no way be construed as amending the terms of the contract in any way and the terms of the contract shall supersede the terms of this Budget Narrative.

Salaries and Fringes

We are requesting a total of $1,219,189 in this category of which $936,165.48 is allocated to salaries.

a. One Chief Executive Officer whose main responsibility is to manage and direct the organization towards its primary objectives. Plan, coordinate, and control the daily operations of the organization through subordinate managers and coordinators. Establish current and long-range goals, objectives, plans and policies, subject to approval by the Board of Directors. Dispense plans, standards and procedures, consistent with established policies and Board approval. Meet with organization's upper management to ensure that operations are being executed in accordance with policies. Oversee adequacy and soundness of organization's financial structure. Review operating results, comparing with established objectives, and take steps to ensure that appropriate measures arc taken to correct unsatisfactory results. Establish and maintain an effective system of communication throughout the organization. Represents the organization with major constituents, the financial community, and the public. Direct fundraising, contract negotiations, and collaborations. This position is partially funded from other funds.

b. One Deputy Director whose main responsibility is to direct, administer, and coordinate the activities of the Resource Development Department. Coordinates agency activities and schedules; develops and recommends agency procedures and systems. Responsible for securing new business opportunities, grants, contracts, fundraising activities and the development of new program components.

Ensure smooth agency operations; prepares, reviews, and summarizes miscellaneous reports and documents; prepare background documentation as necessary; researches and analyzes routine administrative projects for the Chief Executive Officer; prepare first draft reports on routine administrative matters; prepares and verifies grant contracts and associated paperwork to prepare a complete package; maintains and retrieves contract documents as needed; represents the agency at meetings when CEO is not available. This position is partially funded by other funds and supervises the Resource Developer.

c. One Resource Coordinator whose job responsibilities will include developing and implementing a comprehensive community recruitment program for volunteers screen and train all prospective volunteers. Coordinate, conduct, and schedule Volunteer Training and All-Volunteer Meetings, and

maintain current training materials and Volunteer Manual. Maintain monthly volunteer schedule and supervise volunteers and coordinating with staff for placement and assistance with supervision. Coordinate annual volunteer appreciation event. Assist in grant writing and special events.

d. One Accountant whose main responsibilities is budget preparation, payroll, and all other fiscal duties as determined by the Chief Executive Officer under the direction of the Board of Directors.

e. Operations Director whose main responsibility is to oversee the operations of the facility and the organization in support of policies, goals, and objectives established by the chief executive officer and the Board of Directors. Establishes and maintains inventory control and expenditure procedures. Maintains logs, records, and forms that are necessary for the documentation and management of shelter maintenance. Supervises the housekeeping staff, handyman/driver, and interacts with Miami Dade County and GSA in order to assure a safe physical environment for staff and clients. Creates structure and processes to manage the current operations. Evaluates the results of overall shelter services operations and reports results to Chief Executive Officer. Ensures that all organization activities and operations are carried out in compliance with local, state, and federal regulations and laws.

f. Executive Assistant whose main responsibility is to recruit, appraise, develop and retain the finest professionals. This person will also manage the personnel and training function within budgetary limits so that the Lodge and the individual can benefit through the employee's ability to attain optimum performance and growth. Provides employee relations support, including employee and management counseling and issue facilitation. Reviews and approves performance appraisals; counsels supervisors on writing reviews and warnings. Provides policy support by revising policy, when necessary and assisting with policy interpretation. Screens applicants and conducts competency-based interviews for open positions to ensure an effective recruitment practice.

g. One Advocacy Supervisor and one Outreach Supervisor whose job responsibilities include the supervision of all residential victim advocates, and outreach victim advocates, this includes providing individual and group supervision to all advocates regarding active and inactive residential and outreach survivors; assuring that all documentation has been completed up to FCADV standards; assuring that all required time frames have been met and paperwork has been completed on a timely manner; providing feedback to advocates on interventions used. Performs the functions of a Victim Advocate as needed. Conducts supervision and staffing meetings with advocates per certification standards.

h. Ten full time Victim Advocates whose main job responsibilities include information and referral, counseling, emergency shelter for 24 hours or more, hotline, child assessments, case management, community education and professional training as needed. Including; conduct telephone admissions and accepts participants into the facility based on the approved criteria for admission, complete admission and exit procedure with residents as assigned, assign participants to bedrooms and conduct orientation to new participants, provide guidance services to participants and their children by utilizing short term individual counseling techniques and group counseling skills. Coordinate referrals to appropriate facilities as needed. Develop a case plan and direct participants to the appropriate community services agencies. Coordinate all participants' services with assigned advocates. Provides supervision and guidance to part time staff and interns. Maintain current and accurate records of all participants' interviews and sessions and keep all forms and records of participant's up to date in order to be in compliance with funding regulations. Complete data entry of participants in their records. Work a flexible time schedule which includes weekends and evening hours. Two of these positions are partially funded by GTEA and FIAC. Two of these advocates are assigned to outreach.

SP

i. Two Child Youth Advocates and one Lead Child Advocate whose main responsibility will include information and referral, counseling, emergency shelter for 24 hours or more, hotline, child assessments, case management, community education and professional training as needed. Including; conduct telephone admissions and accepts participants into the facility based on the approved criteria for admission, complete admission and exit procedure with residents as assigned, assign participants to bedrooms and conduct orientation to new participants, provide guidance services to participants and their children by utilizing short term individual counseling techniques and group counseling skills. Coordinate referrals to appropriate facilities as needed. One of these positions is partly funded by FCADV Primary Prevention Grant.

j. Two Full Time Custodial Workers.

k. One full time Driver/Handyman.

Fringe Benefits:

FICA/MICA – 7.65% for a total DVOB funded of $74,398.12

Workers Compensation Insurance for a total of $19,091.00

FUTA-SUTA – for a total of $9,534.00.

Group Health Insurance is calculated based on an average of $400/month per full time employee.

Dental Insurance is based on an average of $50 per month per full time employee.

Victim Response Inc. 401(k) Plan matches and 3% retirement contribution for a total of $45,000.00

Operating Expenses:

Lease/Rent: We are requesting $10.00 for the yearly lease of the premises.

Maintenance (Building & Grounds)
We are requesting $3,000.00 for building and grounds maintenance for major cleaning services such as steam cleaning of carpets and furniture, tile grout cleaning, bi-annual professional cleaning/disinfecting of bathrooms, touch up painting, rust removal from windows, locksmith services and any other upkeep needs as they arise.

Telephone
We are requesting $26,000.00 for telephone expenses based on previous years use.

Waste Disposal
Funding of $4,500 is requested for trash removal on a monthly basis.

Permits and licenses – we are requesting $1,000 based on prior year expenses.

Electricity - Funding of $38,000 is requested for electric based on previous year's usage and costs.

Direct TV – we are requesting $700/year based on prior year expenses.

Supplies:

Office Supplies:

Based upon previous years need for routine office supplies such as paper, pens, paper clips, scotch tape, file folders, binders, presentation materials, and other office supplies; The Lodge requests $12,000 for office supplies.

Program Supplies

The Lodge will provide residents personal care items such as toothpaste, shampoo, and conditioner, sanitary supplies, disposable diapers to be supplied on an as needed basis, linens including sheets, pillowcases, towels and washcloths, restocking of kitchen items such as dishes, utensils, pans, glasses, due to normal wear and tear and breakage. The Lodge will also provide food, milk and juice for residents and resident's children. The children's program supplies needs include books, crayons, paper, etc. In sum, the Lodge requests a total of $74,266.12.

Equipment

Lease/Rent (Equipment)
Funds are requested for lease of certain equipment such as copier monthly maintenance, toner, air conditioner systems filter changes and other minor equipment repair for a total of $4,000.

Maintenance Equipment
We are requesting $2,000 for maintenance of equipment for the facility.

Insurance
We are requesting a total of $29,575 for insurance purposes. Based on quotes and prior year expenses.

Local Travel
The program coordinators and managers and selected members of the staff will use their respective vehicles to do home visits, visit outreach offices, attend court hearings with victims, client appointments and general community meetings. Accordingly, we are requesting a total of $5,000.00.

Out of Town Travel
Out of Town Travel twelve staff will attend out of town conferences at an average cost of $500.00 per person, food, lodging, and transportation. We are requesting for out of town travel a total of $6,000.

Professional Services

Payroll servicing – ADP $6,000

Training: We are requesting $8,000 for training. This is to allow us to provide ongoing trainings to staff.

Accounting Audit: Based on requirements by the funding agency, we are requesting $10,000.00 for a yearly audit.

HR Compliance Audit: We are requesting $4,200 to a Human Resource Compliance Audit performed twice a year by a labor attorney in order to monitor quality assurance and compliance with labor and wages law.

IT Consultant - We are also requesting $16,000 for Information Technology Consultants. Each staff member at the Lodge has a personal computer plus the front desk stations and we have a database server which houses our accounting, payroll and client software information. At this time we do not have an IT staff member and we have a great need for general IT maintenance and ongoing training of new staff.

Security Guard: Based on our contract with Armor Security we will be paying for a guard 24 hours a day, seven days a week for a total of 365 days a year. We are therefore requesting a total of $96,360.00.

Accounting Consultant - We are also requesting $6,000 for an outside consultant to assist with accounting, fiscal compliance, and monthly preparation of financial statements and transitioning to the new accountant position.

Membership Dues: We are requesting $7,000 for membership dues which include $4700 to the Florida Coalition Against Domestic Violence.

Minor Equipment

Minor office equipment: fax machines, adding machines, copiers, printers, for a total of $3,000.00

Minor program equipment - for Microwaves, televisions, and other items for resident areas, for a total of $4,000.

Other Costs

Vehicle maintenance - For our three agency vehicles gasoline, oil changes and other maintenance costs we are requesting $15,000.

Printing – Funding is requested for printed items such as resident's handbooks, forms and educational brochures, for a total of $4,000.

Recruitment: We are requesting $4000 for recruitment, advertisement, background checks, urinalysis.

Postage - Funding is requested for $1200.

Direct Relief for our clients we are requesting a total of $50,000.

Day Care relief for our clients we are requesting a total of $40,000.

ATTACHMENT C

Miami-Dade County Affidavits

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, ANGELA DIAZ-VIDAURRET, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

27 0077139
Federal Employer Identification Number (If none, Social Security)

VICTIM RESPONSE, INC.
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

8401 NW 27TH AVE, MIAMI	FL	33147
Street Address City	State	Zip Code

X I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
	N/A	%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

N/A

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

X II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
___ Yes ✓ No

2. Does your firm provide paid health care benefits for its employees?
✓ Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	0 Males 2 Females	Asian:	0 Males 0 Females
Black:	0 Males 5 Females	American Indian:	0 Males 0 Females
Hispanics:	2 Males 12 Females	Aleut (Eskimo):	0 Males 0 Females
N/A:	___ Males ___ Females:	N/A:	___ Males ___ Females

X III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population

make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

X The firm does not have annual gross revenues in excess of $5,000,000.

N/A The firm does have annual revenues in excess of $5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed
listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.

N/A The firm has annual gross revenues in excess of $5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

N/A The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

X IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has X has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has X has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

X V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the

County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

X VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

X VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

X VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

X IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

X X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of $500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

X XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: _____ (Signature of Affiant) 9/1/08 (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 2nd day of September 2008 by Angela Diaz-Vidallet. He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

_____ (Signature of Notary) DD362882 (Serial Number)

NOTARY PUBLIC-STATE OF FLORIDA
Dana L. Cormany
Commission # DD362882
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

_____ (Print or Stamp of Notary) 10/14/08 (Expiration Date)

Notary Public – Stamp State of Florida (State) **Notary Seal**

ATTACHMENT C1

Code of Business Ethics

Form A-12

Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate documents attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;

- We the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors.

- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;

- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;

- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.

- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.

- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public services and the political process to the extent permitted by law;

- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.

- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will know knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but no limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: [signature] 9/1/, 20 08
Signature of Affiant Date

ANGELA DIAZ-VIDAILLET 27-0077139

VICTIM RESPONSE, INC.
Printed Name of Firm

8401 NW 27TH AVE, MIAMI, FL 33147
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 2nd day of September, 20 08

By Angela Diaz-Vidaillet. He/She is personally known to me or has presented
Affiant

_____ as identification.
Type of Identification

[signature] DD 342882
Signature of Notary Serial Number

NOTARY PUBLIC STATE OF FLORIDA
Dana L. Cormany
Commission # DD342882
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

Print or Stamp Name of Notary 10/14/08
Expiration Date

Notary Public – State of Florida Notary Seal

3of 3

ATTACHMENT C2

Miami-Dade County
Debarment Disclosure Affidavit

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: _____ 9/1/08
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 2nd day of September

2008 by Angela Diaz-Vidal. He/She is personally known to me or has presented _____
(Type of Identification)
as identification.

_____ DD 340852
(Signature of Notary) (Serial Number)

NOTARY PUBLIC-STATE OF FLORIDA
Dana L. Cormany
Commission # DD 340852
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

_____ 10/14/08
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of Florida **Notary Seal**
(State)

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ATTACHMENT D

State Public Entities Crime Affidavit

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. **This sworn statement is submitted to** Miami-Dade County

by ANGELA DIAZ-VIDAURRETA, CHIEF EXECUTIVE OFFICER
(print individual's name and title)

for VICTIM RESPONSE, INC.
(print Name of entity submitting sworn statement)

whose business address is 8401 NW 27TH AVE, MIAMI, FL 33147

and if applicable its Federal Employer Identification Number (FEIN) is 270077139
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. **I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.**

3. **I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.**

4. **I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:**
   1. **A predecessor or successor of a person convicted of a public entity crime; or**
   2. **An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.**

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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]
(Signature)

Sworn to and subscribed before me this 2nd day of September, 2008.

Personally known Angela Diaz-Vidal Lot

OR Produced Identification _____ Notary Public - State of Florida

_____ My commission expires 10/14/08

(Type of Identification)

NOTARY PUBLIC-STATE OF FLORIDA
Dana L. Cormany
Commission #DD352882
Expires: OCT. 14, 2008

(Printed typed or stamped commissioned name of notary public)

ATTACHMENT E

List of Subcontractors and Suppliers

MIAMI-DADE COUNTY
OFFICE OF COMMUNITY ADVOCACY

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

(Ordinance 97-104)

Name of Organization: _____ **Address:** _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Community Based Organization must submit the list of first their subcontractors or sub-consultants who will perform any part of the Scope of Services, if this Agreement is for $100,000 or more.

The Community Based Organization must complete this information. If the Community Based Organization will not utilize subcontractors, then the Community Based Organization must state "No subcontractors will be used"; do not state "N/A."

Name of Subcontractor or Sub-consultant	Address	City and State
N/A		

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Community Based Organization must submit a list of suppliers who will supply materials for the Scope of Services to the Community Based Organization, if this Contract Agreement is $100,000 or more.

The Community Based Organization must fill out this information. If the Community Based Organization will not use suppliers, the Community Based Organization must state "No suppliers will be used", do not state "N/A."

Name of Supplier	Address	City and State
N/A		

I hereby certify that the foregoing information is true, correct, and complete

Signature of Authorized Representative: _____

Title: CHIEF EXECUTIVE OFFICER Date: 9/1/08

Firm Name: VICTIM RESPONSE, INC. Fed. ID No. 270077139
Address: 8401 NW 27th AVE City/State/Zip: MIAMI, FL, 33147
Telephone: (305) 693-1170 Fax: (305) 693-2830 E-mail: angelad@theledgemiami.org

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ATTACHMENT F

Living Wage

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ATTACHMENT F

LIVING WAGE REQUIREMENT (Miami-Dade County Ordinance 99-44)

Effective November 11, 1999 the provisions of Miami-Dade County Ordinance 99-44 and Section 2-8.9 of the Code of Miami-Dade County shall apply to all service contracts involving the expenditure of over $100,000 per year for "Covered Services".

"Covered Services" are the type of services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts

- (i) food preparation and/or distribution
- (ii) security services
- (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling
- (iv) clerical or other non-supervisory office work, whether temporary or permanent
- (v) transportation and parking services, including airport and seaport services
- (vi) printing and reproduction services
- (vii) landscaping, lawn and/or agricultural services

In accordance with Miami-Dade County Ordinance 99-44, all Service Contractors entering into a contract with Miami-Dade County to provide Covered Services as described above shall pay to all of its employees providing such Covered Services to the County a Living Wage of no less than $10.69 per hour plus Health Insurance as described in the aforementioned ordinance, or $12.24 per hour without Health Insurance.

Such Health Benefits shall consist of payment of at least $1.55 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the County to qualify for the wage rate for employees with health benefits. The Service Contractor shall also agree to produce all documents and records relating to payroll and compliance with this Ordinance prior to award of a contract as a result of this solicitation upon request by the County.

If records reflect that the Service Contractor is in violation of this Ordinance, the County has the right to sanction the Service Contractor to include but not limited to termination, fine and suspension.

This Ordinance encompasses various responsibilities that must be accomplished by the successful proposer such as record keeping, posting and reporting. Upon the award of this contract, the successful proposer must be prepared to comply with these requirements as outlined in Ordinance 99-44.

FORM A-11
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code)

Solicitation No.: _____

Title: _____

I, Angela Diaz-Vidaillet, being first duly sworn hereby state and certify that in compliance with Miami-Dade County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by Miami-Dade County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is $10.69 per hour plus health benefits as described in the ordinance, or $12.24 per hour without health benefits.

By: _____ 9/1/, 2008
Signature of Affiant — Date

ANGELA DIAZ-VIDAILLET 27-0077139
VICTIM RESPONSE, INC.
Printed Name of Firm

8401 NW 27TH AVE, MIAMI, FL 33147
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 3rd day of September, 2008
by Angela Diaz-Vidaillet. He/She is personally known to me or has presented
Affiant

_____ as identification.
Type of Identification

_____ DD342682
Signature of Notary — Serial Number

NOTARY PUBLIC STATE OF FLORIDA
Dana L. Cormany
Commission # DD342682
Expires: OCT 10, 2008
Bonded Thru Atlantic Bonding Co., Inc.

_____ 10/14/08
Print or Stamp Name of Notary — Expiration Date

Notary Public – State of Florida — **Notary Seal**

ATTACHMENT G

Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT made on the 1st day of October, 2008, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein referred to as the "LANDLORD," and VICTIM RESPONSE, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

WITNESSETH:

That the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and the TENANT hereby agrees to use from the LANDLORD the premises described as follows:

> Approximately 19,483 square feet of air-conditioned office and residential space located at the Miami-Dade County, Office of Community Advocacy, Domestic Violence Oversight Board's N.W. Domestic Violence Center, Miami, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of one (1) year, commencing upon approval by the County Manager and terminating one (1) year thereafter, for and at a total rental of Ten Dollars, payable in one installment of Ten Dollars ($10.00), in the first month of occupancy to the Board of County Commissioners, c/o Office of Community Advocacy, 111 N.W. 1st Street, Suite 620, Miami, Florida 33128, or at such other place and to such other person as the LANDLORD may designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT solely for administration offices and a full service domestic violence shelter (40 beds).

ARTICLE II
CONDITION OF PREMISES

The TENANT hereby accepts the premises in the condition they are in at the beginning of this Lease Agreement.

ARTICLE III
UTILITIES

The TENANT, during the term hereof, shall pay all charges for telephone service and electricity used by the TENANT and shall provide maintenance and custodial services. The LANDLORD will be responsible for the water service, maintenance and service of the fire alarm and security system.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain the landscape, lawn, septic tanks and building, and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building. The LANDLORD will maintain and/or replace all original kitchen appliances, washing machines and telephone equipment.

The TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the demised premises. The TENANT shall be responsible for and shall repair any damage caused to the premises as a result of the TENANT or the TENANT'S agents, employees, invitees, residents, or visitors use of the premises, ordinary wear and tear excepted. The LANDLORD shall notify the TENANT after discovering any damage which the TENANT is responsible for repairing and the TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered inhabitable or unfit for use by the TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written

notice to the other. If either the Leased Premises or the Leased buildings are partially damaged due to the TENANT'S negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by the TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said premises are completely destroyed due to the TENANT'S negligence, the TENANT shall repair and reconstruct the premises so that they equal the condition of the premises on the date possession was given to the TENANT. In lieu of reconstructing, the TENANT shall reimburse the LANDLORD for all expenses incurred by the LANDLORD in restoring the premises to their original condition. The election of remedies shall be at the sole discretion of the LANDLORD.

ARTICLE VI
ASSIGNMENT

Without the written consent of the LANDLORD first obtained in each case, the TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved into the premises described above shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to the TENANT for any damage to said personal property unless caused by or due to negligence of the LANDLORD, the LANDLORD'S agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII
SIGNS

Signs will be of the design and form of letter to be first approved by the LANDLORD, the cost of

painting to be paid by the TENANT. All signs shall be removed by the TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the TENANT.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

The LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice when possible, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, the LANDLORD agrees that the TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by the LANDLORD.

ARTICLE XI
SURRENDER OF PREMISES

The TENANT agrees to surrender to the LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear excepted.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

The TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees,

agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD 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 Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. The TENANT 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 LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by the TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

The LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of the LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all the limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XV
CANCELLATION

Either party, the LANDLORD through its County Mayor or his designee, shall have the right to cancel this Lease Agreement at any time by giving the other at least sixty (60) days' written notice prior to its effective date.

ARTICLE XVI
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the LANDLORD and mailed or delivered to the Executive Director, Office of Community Advocacy, 111 NW 1st Street, Suite 620, Miami, Florida 33128, shall constitute sufficient notice to the LANDLORD, and written notice addressed to the TENANT and mailed or delivered to the address of the TENANT, Victim Response, Inc., P.O. Box 470728, Miami, Florida 33126 shall constitute sufficient notice to the TENANT to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XVII
INSURANCE

Prior to occupancy, the TENANT shall furnish to the LANDLORD, Miami-Dade County, Office of Community Advocacy, 111 NW 1st Street, Suite 620, Miami, Florida 33128, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. 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.

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

C. Workman's Compensation Insurance for all employees of the TENANT as required by Florida Statues, Chapter 440.

D. The TENANT will provide or cause the doctor contracting with the TENANT to submit proof of insurance as required in Florida Statues 458.320 (1)

The insurance coverage required shall include those classifications as listed in the Standard Liability Insurance Manuals which most nearly reflect the operations of the TENANT under this Lease Agreement.

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 as to management and financial strength:

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's 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 or Approved to Do Business in Florida", issued by the State of Florida, Department of Insurance and must be members of the Florida Guaranty Fund.

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

Compliance with the foregoing requirements shall not relieve the TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other

portion of this Lease Agreement.

The TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, the TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XVIII
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

The TENANT covenants and agrees that during the term of this Lease Agreement the TENANT will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the demised premises shall be paid by the TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XIX
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

The TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to the TENANT; it being provided, however, that the TENANT shall have the right to contest the validity thereof. The TENANT shall immediately pay any judgment or decree rendered against the TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color,

creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under the Lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

The TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

ARTICLE XX
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

IN WITNESS WHEREOF, the LANDLORD and the TENANT have caused this Permit Agreement to be executed by their respective and duly authorized officers, the day and year first above written.

(CORPORATE SEAL)

Victim Response, Inc., a Florida
not-for-profit Corporation, (TENANT)

WITNESS

Sharon Denaro, J.D.
~~President~~
CHAIR

WITNESS

(OFFICIAL SEAL)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,
(LANDLORD)

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

By: _____
George Burgess
County Manager

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Attachment D

MIAMI-DADE DEPARTMENT OF HUMAN SERVICES

CONTRACT
(corrected)

This Contract, made this **March 1,** day of **2004**, by and between Miami-Dade County, (hereinafter referred to as the "County") a political subdivision of the State of Florida (hereinafter referred to as "County") through it's **Department of Human Services** (hereinafter referred to as "Department"), located at 111 N.W. 1st **Street, Suite 2210 - Miami, FL 33128-1912,** and **The Advocate Program, Inc.** having offices at **5040 N.W. 7th Street, #780, Miami, Fl. 33126** (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 of County Commissioners (hereinafter referred to as the "Board") through Resolution R-02-1319 authorized the Alliance for Human Services to administer and manage Miami-Dade County's Domestic Violence Oversight Board's (hereinafter referred to as the "DVOB") funding process; and

WHEREAS, the Board through Resolution R-02-1319 authorized a three year cycle of funding for FY **2004-07** for a provider to operate a Domestic Violence Center; and

WHEREAS, the Provider will develop and provide 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 **$4.75 Million** over a 3 year period. The amount payable for year one shall not exceed **$1,776,520**. 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 AND OUTCOME AND OUTPUT MEASURES.** The Provider agrees to render services in accordance with the Scope of Services and Outcome and Output Measures incorporated herein and attached hereto as Attachment A.

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

Provider agrees to provide the services described in Provider's proposal to the Alliance for Human Services RFP 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 and Outcome and Output Measures (Attachment A), the language of this Contract and the Scope of Services and Outcome and Output Measures (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 incorporated herein by reference and attached 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 Eight percent (8 %) of the total budget. The provider must support the line item 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 **March 1, 2004 to February 28, 2005.** 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. 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.

B. 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.

C. Failure to Provide Certificates of Insurance. If the Provider fails to furnish the County with or Certificates 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. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Contract may result in termination of this Contract.

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, and 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. In accordance with sections 39.076 and 39.001, Florida Statues, only employees and subcontracted personnel with a satisfactory background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with children or youth.

If the Provider fails to furnish the County with proof of the satisfactory background screening required under this Section, the County shall not disburse any funds until it is provided with documented proof that the required background screening was completed.

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 void able 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 void able 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. 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 maybe terminated by either party hereto by written notice to the other party of such intent to terminate at

least-sixity (60) 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 **January 1, 2004** or thereafter, upon execution of the Contract 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.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder. The county is not liable for payment to any subcontractor of the Provider 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, the County shall recapture any unexpended or unallocated funds.

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. The Provider will retain all such records 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 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 the Provider or third parties construe them to impose any liability on the County.

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, sub-consultants 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.

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. 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.

B. 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.

C. 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.

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

E. 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.

F. Totality of Contract/Severability of Provisions. This fifteen (15) 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 D:	State Public Entities Crime Affidavit
Attachment E:	List of Subcontractors and Suppliers
Attachment F:	Proposal
Attachment G:	Special Conditions and Inventory list (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 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: Advocate Program, INC
AGENCY NAME

By: _____
(Signature of Authorized Representative)

M. David McGriff
Type or Print Name

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

Witnesses:

By: _____
(Signature)

_____
Type or Print Name

By: _____
(Signature)

Millie Murphy
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA

By: _____
for GEORGE M. BURGESS
COUNTY MANAGER

ATTACHMENT A

Scope of Services

Scope of Services for Center Operator

The Provider shall operate and maintain the Northwest Miami-Dade Domestic Violence Center on behalf of Miami-Dade County and the Miami-Dade County Domestic Violence Oversight Board. The Domestic Violence Center (hereinafter referred to as the "Center") was built and equipped by the DVOB to be a "turn-key" operation as described in Section 3.3 below. Appendix F includes a floor plan of the Center.

Requirements and Components:

The Provider shall operate the Center as a 24-hour residential program. The Center must have a staff schedule demonstrating sufficient staff coverage 24 hours a day, 7-days a week.

In addition the Provider shall:

1 Have as the primary mission of the organization the provision of services to victims of domestic violence.

OR

2.Prepare and submit a detailed plan on how the requirement (the primary mission of the organization must be the provision of services to victims of domestic violence) will be accomplished in a 12-month period. Applicants choosing to establish this requirement shall agree to a 20% holdback of the first year's funding until the requirement is fulfilled. Failure to accomplish this requirement in the allotted time period (12 months) will result in the agency's forfeiture of the 20%.

- The Center Operator must maintain operations on the most current Administrative Rules for Certification Standards, Confidentiality and Evaluation.

The eight (8) program components required for certification are:

- 1. Information and Referral: The provision to domestic violence victims or individuals assisting domestic violence victims of information about and referrals to services and resources according to individual needs.
- 2, Counseling: Providing information on the dynamics of domestic violence; doing an assessment of risk, and engaging in other supportive activities with victims of domestic violence. The service may utilize a professional or peer model of counseling.
- 3. Emergency Shelter for 24 Hours or More: Temporary emergency safe housing for domestic violence victims and their dependents.
- 4. Hotline: The provision of crisis counseling and information and referral on a 24 hour per day, seven days a week basis by center staff, paid or unpaid. The use of answering devices or commercial

telephone answering services to cover the crisis line is not permitted.

- 5.Child Assessments: Evaluation of the basic needs of children served by the program, and the referral of children to services, if needed. Services include screening for child abuse and assessment of risk.
- 6.Case Management: The provision of a client needs assessment, development of a service plan, and the coordination of services and follow-up. Case management plans must include a written safety plan signed by the client. The center shall provide one on one case management to residents in shelter for 72 hours or more and to non-residents after three counseling sessions.

7.Community Education: Presentation to the public, both in person and through the media, of information on the incidence, and dynamics of domestic violence.

8. Professional Training: Provision of domestic violence training to law enforcement personnel, other professionals and paraprofessionals.

In addition to the above the Provider shall:
Enter into a contract with the Miami-Dade Health Trust, Jackson Memorial Hospital (JMH) to serve as the primary medical service provider at the Center's health clinic. The Center Operator shall provide a clerk to the clinic to process the financials and other duties related to the operation of the clinic. JMH will train this clerk.

- Enter into a **Permit agreement** with Miami-Dade County for the property (building and grounds of the Center). The yearly cost of the agreement will be $10. Included in the **Permit** will be the conditions by which party will provide maintenance of the facility, grounds and property.

- Create a 60-day plan detailing how the provider will proceed to ensure that all staff and operational documents will be in place to open the Center's doors no later than 60 days after the award. This includes a comprehensive list of the operation documents required. Develop a Hot-line short intake form to be used to collect, at a minimum, demographic data, risk factors, purpose of call, and any referrals made during the call.

- Create, maintain, and update a client database and a referral sources database. The Center must have clear and detailed written procedures regarding database maintenance and preservation including identifying staff, or other individuals allowed access to same and the protocols to ensure client confidentiality. Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services reserves the right to require additional data collection as it deems necessary and appropriate.

- Provide quarterly and yearly information to the DVOB regarding the number of clients served (both residential and outreach), client demographics, services rendered, number of hotline calls, and any other information as requested by the DVOB. Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services may request additional reports.

- Develop a client handbook for residential clients. The handbook should contain information regarding the rights, remedies, and responsibilities of center residents

including the Center's rules regarding order, safety, health, and other aspects of community living.

-Develop protocols to ensure that persons with disabilities can be served by the Center.

-Develop a protocol that ensures that at least two (2) beds are set aside primarily to serve elderly victims (those aged 60 or over). This protocol should include information on how the beds would be used while no elder client requires services as well as a plan of action to vacate the beds if an elder client seeks refuge at the Center.

-Produce protocols and the necessary outreach, coordination of efforts, Memorandum of Agreement/Understanding (MOA/MOU), or any other vehicle necessary to ensure that shelter is available for male victims seeking refuge at the Center at the time of opening the center. Adult male victims cannot be housed at the Center.

-Produce protocols and secure the necessary resources to provide services to non-residential clients, including individual and group counseling and medical services from the in-house health clinic no later then 30 days after opening.

-Produce and maintain collaborative agreements to coordinate service delivery, and share resources to address the full range of victim's needs at the time the center is opened. Partnerships must be secured with the courts, police, victim advocacy programs, Rape Treatment Center (RTC), State Attorney's Office (SAO), community based programs, State of Florida Department of Children and Families (DCF) projects, One Stop Career Centers, the two existing county-run domestic violence shelters and any service provider that might interface with domestic violence or sexual assault victims and survivors no later then 30 days after opening of the center.

-Produce and maintain collaborative agreements with community-based victim advocacy services to ensure that an advocate will be available, if necessary, to accompany center clients (residential and outreach) to court appearances at the time the center is opened.

-Childproof all areas accessible to children. This includes taking any and all steps necessary to restrict access by children to other areas.

-Outside and inside play areas for the children must be available and include play equipment, toys, books, coloring supplies, and any other items to provide a friendly, safe, and nurturing environment for the children.

- Secure a Memorandum of Agreement/Understanding (MOA/MOU) with the Humane Society for the Safe Pet Project no later then 30 days after the center is opened. This project provides shelter for the victims' pets during their stay at the Center so they do not have to be left behind.

-Coordinate with the Office of the Attorney General, Bureau of Crimes Compensation must have a protocol that details coordination linkages At the time the center is opened

-Secure linkages with providers of free/low cost legal services 30 days after the opening of the center. Center must have a protocol to detail coordination linkages secured.

111

- Provide services in a residential setting. The center will accommodate 40 beds and a few cribs. The facility is equipped with three (3) kitchens, laundry facilities, counseling and training rooms, gathering areas, a children's playroom, staff offices, and a secure outside play area for children. Attachment F provides a floor plan of the site.

- Maintain two (2) vehicles and two (2) fulltime drivers. At least one (1) of the vehicles must be a van and be available to be used for outings with the Center's clients.

- Provide round the clock security services (24 hours a day, seven days a week, and 365 days a year). This service must be provided by properly certified/licensed individuals.

- Provide a part-time psychologist primarily for staff development and support, case review, and client consultations as needed.

- Provide a full-time child advocate to administer child assessments and provide specialized counseling to children and parents/custodians.

- At least one (1) full-time equivalent custodial worker to maintain a clean and healthy environment in the residential areas of the Center including the kitchens and laundry rooms. This requirement is in addition to the custodial services needed to maintain a clean and healthy environment in the staff areas.

- Provide all adult clients served by the Center (residential or outreach) with follow-up services. Follow-up contact and services should take place, at a minimum, at 30-days, 60-days, 90-days, 180-days, and one year after exiting the program.

- Provide qualified staff, paid or unpaid, which must be available to care for the children of victims while they are receiving services at the Center.

- Develop coordination linkages with the Advocate Center for Training and Treatment (ACTT). This Center provides professional training and education services for Domestic Violence and Sexual Assault activities. The Center must develop a protocol that details coordination linkages and to incorporate best practices developed by ACTT into its operation.

- Provide at least one (1) staff member trained in providing assistance to Sexual Assault victims including intervention, counseling, case management, and advocacy.

- Provide a social worker and a staff member with decision-making powers that must be available at all times, whether present at the center or on call, to attend to emergency situations. This requirement may be fulfilled with one staff person if that staff possess both requirements.

- Provide a detailed Outreach plan that includes activities, services, follow-up and tracking mechanisms.

- Provide a detailed scope of services for each sub-contractor, partner, collaborator, or any other party providing a service, materials or equipment to the Center.

- Provide in-center training opportunities to center residents and outreach clients including computer skills training, job search, life skills development, any other appropriate training as necessary to improve the safety and sustainability of the center's clients.

- The Center Operator must inform the clients of the minimum length of stay and any criteria which may impact or shorten this stay.

- The Center Operator must have a protocol in place to make safe shelter available when this cannot be provided by the Center due to being filled to capacity.

- Provide specialized parenting skills training to resident and outreach clients.

- Incorporate and develop a program of services tailored for children who witness domestic violence.

- Develop eligibility requirements for participation in any of the Center's programs must include victims of sexual assault.

- Center staff must perform a complete and thorough intake on all clients. This intake is completed no later than 72 hours after admission for residential clients and in the second contact for outreach clients.

- Provide to all victims seeking services at the center a risk assessment for Domestic Violence and Sexual Assault no later than 72 hour after admission or the second contact for outreach clients.

- Develop for all clients, residential and outreach a safety plan that meets their needs. Residential clients will have the safety plan developed no later than 72 hours after admission. Outreach clients will have a safety plan developed no later than the second contact.

- The Center Operator must assess outreach clients for danger during each service contact.

- Temporary staff cannot be used to provide direct services to clients except in emergency situations. Temporary staff may not occupy any position for longer than 60-days.

- Center must have a policy detailing actions to be taken with an employee who has been arrested for an act of domestic violence or sexual assault, or when there is an injunction case filled against the employee.

- All Center staff, including temporary workers and subcontractors, must have a satisfactory background check.

- The Operator shall ensure that every residential client participate in an exit interview. In the case that the client refuses to participate in the exit interview, the center must document the attempts to provide an exit interview prior to their departure.

- The exit interview must include, at a minimum, an assessment of programs and services, treatment by staff (respectful, tone, helpful), knowledge of domestic violence dynamics, children's services, safety planning, and goal planning. Applicants must submit a sample form and describe how this will be administered.

-Full cooperation with the Independent Evaluator by providing access to the facility, all records, staff, all clients, equipment, and any other as required by the evaluator and the Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services.

-A minimum of **$35,000** of the yearly budget must be set-aside on a yearly basis for direct relief to victims following an approved eligibility and distribution protocol.

-A minimum of **$50,000** of the yearly budget must be set-aside on a yearly basis to cover the costs of outside daycare services for the children/dependants of victims following an approved eligibility and distribution protocol.

-Cultural competency should be a primary concern and goal. Cultural competency refers to a program's ability, at the levels of policy, administration and practice, to honor and respect those beliefs, interpersonal styles, attitudes and behaviors of culturally diverse clients and the diverse staff who are providing services.

-Center should maintain linguistic competency. Victims accessing the Center should be able to receive services in their native language.

-Volunteer services should be an integral part of the program services.

-The Miami-Dade County Department of Human Services will monitor the Center. In addition, DVOB staff or its designees may evaluate services.

Match Requirements:

This funding requires matching funds for years two and three of the funding cycle. This matching requirement may be partially met (up to a maximum of 50%) with in-kind contributions provided the use of in-kind contributions **must not** diminish the scope or quality of services provided at the center. The match requirements are expected to be as follows:

Program Year	DVOB Funding	Match Requirement
1	1,706,520	0
2	1,551,380	155,138
3	1,422,100	284,420
Total	$ 4,680,000	$ 439,558

The amount listed in the first year funding does not include the one-time funding items such as the funding available for computer related expenses and supplies for the health clinic.

Miami Dade County agrees to provide the following:

The "turn-key" term as used within this RFP denotes a facility that will be completed and ready for occupancy at the time that the County turns it over to the operator. In addition to the facility, MDC will (on a one time bases) supply the following:

- Furniture, including beds, lockers, cribs, offices and outside furniture and benches;
- Appliances including washers, dryers, stoves, refrigerators, and dishwashers;
- Cookware, utensils, and dishes;
- Linens;
- Telephone system;
- Window coverings;
- Security System; (monitoring only)
- Pre-wired Outlets for voice and data exchange;
- Card-key security access system;
- Exam tables for the health clinic; and
- Office furniture for the health clinic.
- Basic playground equipment

The Center Operator must replace any and all equipment and furnishings as they become unusable, damaged or dangerous due to normal and usual wear and tear. The Operator must plan to cover the costs of these replacements from the yearly operating budget. Miami-Dade County will not make additional funds available for this expense. The operator must comply with County procedures on disposable of property.

In the first year's budget, MDC will provide the following one-time funding to assist with start up costs:

- $50,000 for computer equipment, network and equipment installation, and other costs related to installing the systems and procuring connectivity (internet access) for staff and residents; and
- Approximately $20,000 to purchase basic medical supplies for the health clinic.

The Center Operator must replace stock as needed. The Operator must plan to cover the costs of these replacements from the yearly operating budget. Miami-Dade County will not make additional funds available for this expense.

Outcome and Output Measures

The DVOB is seeking, at a minimum, the following for clients served at the Center and the program:

- 75% Of all adult clients will be seen in the health clinic.
- 100% Of the children will be assessed for a medical home (constant provider of medical services, primary care physician).
- 100% Of children in need of medical attention will receive services in the health clinic.
- 50% Of clients (children and adults) seen at the clinic who have follow-up appointments will keep their appointments.
- 75% Of all adult clients will participate in an exit interview.

- 80% Of those completing the exit satisfaction form, will report satisfaction with the services received.
- 25% Of adult sexual assault victims will return to the Center for follow-up counseling services.
- 25% Of adult DV clients will return to the Center for follow-up counseling services.
- 100% Of all clients will be provided information on Injunctions for Protection (FS 741/784)
- 90% Of all outreach clients will be provided at minimum with individual counseling, support groups, safety planning and an exit interview of program services provided to them.
- 100% Of all clients will be given a safety plan.
- 95% Of adult and child victims in shelter more than 72 hours will have a family safety and security plan when they leave the center. The key elements of a safety plan include, at a minimum:
  - Dangerousness Assessment
  - Abuser Patterns
  - Escape Plan
  - Client Signature
- 100% Of all adult clients will be given information on relocation funds through Office of the Attorney General Bureau of Crimes Compensation and through Temporary Assistance for Needy Families (TANF).
- 100% Of families with children will receive information regarding Medicaid, Kid Care, and other free or low-cost health insurance programs for children and families.
- 100% Of families expressing an interest in these programs (free or low-income health insurance), will receive assistance completing applications and any forms required to determine eligibility and enrollment.
- 100% Of all staff (paid and unpaid) will attend and complete within one-year of beginning operations the training on protocols for confidentiality of Domestic Violence center facilities, client information, reporting of abuse or neglect, medical emergencies, fire emergency, threats of harm by clients or other crimes by clients, search and arrest warrants, subpoenas, confidentiality regarding deceased clients, safety planning, policies and general procedures of the facility. NOTE: After the first year of funding, all new staff must complete these trainings within the first 6-months of employment.
- 100% Of all children in the Center for 72 hours or longer will have a child assessment
- 50% Of all clients, residential and outreach, will respond to follow-up services
- 100% Of hot line calls will be documented
- 100% Of referrals made through the hotline will be documented

Attachment E

MIAMI-DADE COUNTY
DEPARTMENT OF HUMAN SERVICES

CONTRACT

This Contract, made this 1st day of **MARCH, 2005**, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "County") through its **Department of Human Services** (hereinafter referred to as the "Department"), located at **2525 N. W. 62nd Street, 4th Floor - Miami, Florida 33147,** and **Victim Response, Inc.** having offices at **5040 N.W. 7th Street, Suite 250, Miami, Florida 33126** (hereinafter referred to as "Provider" or "VRI") states the 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 Miami-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, Resolution **R-1319-02** authorized the County Manager to amend, modify and renew the contract with the Provider; and

WHEREAS, the Board through Resolution **R-568-03** authorized a three year cycle of funding and matching funds requirements for a provider to operate a Domestic Violence Center; and

WHEREAS, on March 1, 2004, Miami-Dade County entered into a contract with the provider The Advocate Program, Inc. ("API") to operate a domestic violence center for FY 2004-2007 (the "Contract"); and

WHEREAS, pursuant to the Contract, provider API was required to submit a plan within 12 months detailing how it would provide for its primary mission to be the provision of services to victims of domestic violence; and

WHEREAS in conformance with the requirement in the Contract and the submitted plan, the provider API formed VRI to provide services to victims of domestic violence; and

WHEREAS the intent of the creation of VRI by API was to create a seamless transition in the operation of the domestic violence center; and

WHEREAS, the County has determined that the formation of VRI, as set forth in the submitted plan, satisfied the foregoing contractual requirement; and

WHEREAS, the Contract further allowed provider API to assign its responsibilities with approval of the Department; and

WHEREAS, provider API assigned, with County Approval, the performance of its duties to VRI; and

WHEREAS, the County desires to renew the Contract with VRI (hereinafter "Provider") for another year of the FY 2004-2007 funding cycle,

WHEREAS, the Provider will develop and provide services of value for 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 for the Provider to provide 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 $**4.75 Million** for the three year period (2004-2006). This contract covers the second year of funding from the County. The amount payable for year two (2) shall not exceed **$1,551,380.00**. The Provider will provide $ **155,138.00 or 10%** in matching funds of which up to a maximum of **50%** can be from in-kind contributions. Both parties agree that should the 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 AND OUTCOME AND OUTPUT MEASURES. The Provider agrees to render services in accordance with the Scope of Services and Outcome and Output Measures incorporated herein and attached hereto as **Attachment A**.

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

This is the second year of funding for this project. The first year of funding was granted to the API which had responded to the original RFP. In order to comply with rules and certification requirements of the State of Florida, Department of Children and Families (to be eligible for the center to be certified), and the Scope of Services in the original contract, the VRI was established as a separate 501 (c) (3) corporation to maintain the contract for years two and three and to accept all responsibilities of the equipment and supplies acquired by the Advocate Program, Inc. The Provider (VRI) agrees to provide the services described in the original provider's (API) proposal to the Alliance for Human Services RFP incorporated herein as Attachment F. If there is a conflict between the services described in the proposal and the services to be delivered as described in this Contract and in the Scope of Services and Outcome and Output Measures (Attachment A), the language of this Contract and the Scope of Services and Outcome and Output Measures (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 incorporated herein by reference and attached hereto as **Attachment B.**

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

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 **March 1, 2005 to February 28, 2006.** The County in its sole discretion may renew this Contract for one (1) additional one-year period 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. All other Providers shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, 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. 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.

B. 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-Domestic Violence Oversight Board (DVOB), 2525 N. W. 62nd Street, 4th Floor, Miami, Florida 33147 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.

e. The Provider will provide or cause the doctor contracting with the Provider to submit proof of insurance required in Florida Statue 458.320(1)

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.

C. Failure to Provide Certificates of Insurance. If the Provider fails to furnish the County with Certificates 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. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Contract may result in the termination of this Contract.

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, and 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 the termination of this Contract.

B. **Background Screening.** In accordance with sections 39.076 and 39.001, Florida Statues, only employees and subcontracted personnel with a satisfactory background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with children or youth.

If the Provider fails to furnish the County with proof of the satisfactory background screening required under this Section, the County shall not disburse any funds until it is provided with documented proof that the required background screening has been initiated.

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 void able 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 void able 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 Leave Ordinance, 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. 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. Termination. 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 maybe 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 and other reports required by the County. The County has

the right to withhold payment if the Department deems either required Monthly Performance Report or the Monthly Summary of Expenditures 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 **March 1, 2005** or thereafter, upon execution of the Contract 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 final Monthly Summary of Expenditures Report and is contingent upon the Provider's overall satisfactory performance.**

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder. The county is not liable for payment to any subcontractor of the Provider 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 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 unless requested by the County for same. 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 after the completion of the contract and shall be made available to County staff for 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, the County shall recapture any unexpended or unallocated funds.

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 the 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.

B. 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 provider's 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 to generally accepted accounting principles. The Provider will retain all such records 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 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 the Provider or third parties construe them to impose any liability on the County.

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, sub-consultants 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 and outcomes 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 secured under lock and key and be subject to the audit and inspection requirements under Article XVI Section F, G, H and J of this Contract.

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. Facilities, Equipment and Supplies Funded by Miami-Dade County

The "turn-key" term as used in the RFP and this contract denotes a facility that was completed and ready for occupancy at the time that the County turned it over to the Provider. In addition to the facility, the County (on a one time bases) also supplied the following items during the first year of operation:

- Furniture, including beds, lockers, cribs, offices and outside furniture and benches;
- Appliances including washers, dryers, stoves, refrigerators, and dishwashers;
- Cookware, utensils, and dishes;
- Linens;
- Telephone system;
- Window coverings;
- Security System; (monitoring only)

- Pre-wired Outlets for voice and data exchange;
- Card-key security access system;
- Exam tables for the health clinic; and
- Office furniture for the health clinic.
- Basic playground equipment

The Center's Operator must replace any and all equipment and furnishings as they become unusable, damaged or dangerous due to normal wear and tear. The Operator must also plan to cover the cost of the replacements in their annual operating budget. Miami-Dade County will not provide additional funds for this expense. The operator must also comply with all County procedures on the disposal of property.

In the first year's budget, the County also provided the following one-time funding to assist with the start up costs:

- $50,000 for computer equipment, network and equipment installation, and other costs related to installing the systems and procuring connectivity (internet access) for staff and residents; and
- Approximately $20,000 for the purchase the basic medical supplies for the health clinic.

The Center's Operator must now replace all stock as needed. The Operator must plan to cover the cost of these replacements from their annual operating budget. Miami-Dade County will not make additional funds available for this expense.

XIX. ASSETS.

A. Return to the County. All assets, personal property, and/or real property acquired by the Provider in whole or in part with County funds shall be returned to the County, or transferred to any agency, organization or other entity designated by the County upon the termination or expiration of this Contract. The Provider agrees that should it acquire any real property by deed, such a deed shall include language which specifically and prominently provides that the real property subject to the deed was purchased, in whole or in part, with County funds and is subject to this Contract with the County.

B. Ownership of Information. Where the activities supported by this contract produced reports, manuals, information, data, or other materials, in whole or in part with County funds shall upon the termination or expiration of this Contract, be surrendered to the County and thereupon the Provider shall not have any claim of any nature whatsoever upon the said materials.

C. Property Control System. The provider shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory of all items, having a cost or value of $ 500.00 or more that were purchased or acquired with County funds. The property control system must include a listing of all property by description, model, serial number, date of acquisition and cost. Such property shall be inventoried annually and in an inventory report shall be submitted to the County upon request.

XX. MISCELLANEOUS.

A. 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.

B. 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.

C. 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.

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

E. 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.

F. Totality of Contract/Severability of Provisions. This fifteen (15) 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
Attachment H:	Permit Agreement

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 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:

Victim Response, Inc.
AGENCY NAME

By: _____
(Signature of Authorized Representative)

Angela Díaz-Vidaillet
Type or Print Name

By: _____
(Signature of Authorized Representative)

M. David McGriff
Type or Print Name

Witnesses:

By: _____
(Signature)

Joseph Grana
Type or Print Name

By: _____
(Signature)

Dana L. Gormany
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK 5-11-05

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

MIAMI-DADE DEPARTMENT OF HUMAN SERVICES

CONTRACT
(corrected)

This Contract, made this **March 1,** day of **2004**, by and between Miami-Dade County, (hereinafter referred to as the "County") a political subdivision of the State of Florida (hereinafter referred to as "County") through it's **Department of Human Services** (hereinafter referred to as "Department"), located at 111 N.W. 1st **Street, Suite 2210 - Miami, FL 33128-1912,** and **The Advocate Program, Inc.** having offices at **5040 N.W. 7th Street, #780, Miami, Fl. 33126** (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 of County Commissioners (hereinafter referred to as the "Board") through Resolution R-02-1319 authorized the Alliance for Human Services to administer and manage Miami-Dade County's Domestic Violence Oversight Board's (hereinafter referred to as the "DVOB") funding process; and

WHEREAS, the Board through Resolution R-02-1319 authorized a three year cycle of funding for FY **2004-07** for a provider to operate a Domestic Violence Center; and

WHEREAS, the Provider will develop and provide 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 **$4.75 Million** over a 3 year period. The amount payable for year one shall not exceed **$1,776,520**. 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 AND OUTCOME AND OUTPUT MEASURES. The Provider agrees to render services in accordance with the Scope of Services and Outcome and Output Measures incorporated herein and attached hereto as Attachment A.

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

Provider agrees to provide the services described in Provider's proposal to the Alliance for Human Services RFP 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 and Outcome and Output Measures (Attachment A), the language of this Contract and the Scope of Services and Outcome and Output Measures (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 incorporated herein by reference and attached 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 Eight percent (8 %) of the total budget. The provider must support the line item 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 **March 1, 2004 to February 28, 2005.** 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. 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.

B. 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.

C. Failure to Provide Certificates of Insurance. If the Provider fails to furnish the County with or Certificates 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. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Contract may result in termination of this Contract.

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, and 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. In accordance with sections 39.076 and 39.001, Florida Statues, only employees and subcontracted personnel with a satisfactory background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with children or youth.

If the Provider fails to furnish the County with proof of the satisfactory background screening required under this Section, the County shall not disburse any funds until it is provided with documented proof that the required background screening was completed.

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 void able 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 void able 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. 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 maybe terminated by either party hereto by written notice to the other party of such intent to terminate at

least-sixity (60) 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 **January 1, 2004** or thereafter, upon execution of the Contract 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.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder. The county is not liable for payment to any subcontractor of the Provider 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, the County shall recapture any unexpended or unallocated funds.

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. The Provider will retain all such records 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 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 the Provider or third parties construe them to impose any liability on the County.

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, sub-consultants 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.

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. 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.

B. 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.

C. 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.

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

E. 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.

F. Totality of Contract/Severability of Provisions. This fifteen (15) 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 D:	State Public Entities Crime Affidavit
Attachment E:	List of Subcontractors and Suppliers
Attachment F:	Proposal
Attachment G:	Special Conditions and Inventory list (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 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: Advocate Program, INC
AGENCY NAME

By: _____
(Signature of Authorized Representative)

M. David McGriff
Type or Print Name

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

Witnesses:

By: _____
(Signature)

JOSEPH GINA.
Type or Print Name

By: _____
(Signature)

Millie Murphy
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA

By: _____
for GEORGE M. BURGESS
COUNTY MANAGER

Attachment F

AMENDMENT # 1
TO FY 2005-2006 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
Victim Response Inc.

Miami-Dade County by and through its Department of Human Services located at 2525 NW 62nd Street, 4th Floor, Miami, Florida 33147 (hereinafter called "the County") and Victims Response Inc. located at P. O. Box 470728, Miami, FL 33147 (hereinafter called "the Provider") hereby agree on this 1st day of March, 2006 to amend the Contract dated 3/17/06 between the County and Provider (hereinafter called "the Contract") and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Contract for the provision of Social/Human services; and

WHEREAS, the Contract allows for amendment by written consent of the County and the Provider,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to the amendments as follows:

Contract Section I entitled "Amount Payable", Section II entitled "Scope of Services and Outcome and Output Measures, Section III entitled "Budget Summary", and Section IV entitled "Effective Term" shall be deleted in their entirety and replaced with the following:

I. **AMOUNT PAYABLE.** Subject to available funds, the maximum amount payable for services rendered under this Contract shall not exceed **$4.75 Million** for the three year period (2004-2007). This amendment covers the third year of funding from the County. The amount payable for year three (3) shall not exceed **$1,422,100.** The Provider will provide **$284,420 or 20%** in matching funds, of which up to a maximum of **50%** can be from in-kind contributions. Both parties agree that should the 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 AND OUTCOMES AND OUTPUT MEASURES.** The Provider agrees to render services in accordance with the Scope of Services and Outcome and Output Measures incorporated herein and attached hereto as **Attachment A.**

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

This is the third year of funding for this project. The first year of funding was granted to the Advocate Program, Inc. (API), which had responded to the original RFP. To comply with the rules and certification requirements of the State of Florida, Department of Children and Families, and the Scope of Services in the original contract (to be to be certified as a domestic violence center), Victim Response, Inc (VRI) was established as a separate 501 (c) (3) corporation to maintain the contract for years two and three and to accept all responsibilities for the equipment and supplies acquired by the Advocate Program, Inc. The Provider (Victim Response, Inc.) agrees to provide the services described in the original Provider's (Advocate Program, Inc.) proposal to the Alliance for Human Services' RFP. 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 and Outcome and Output Measures (Attachment A), the language of this Contract and the Scope of Services and Outcome and Output Measures (Attachment A) shall control.

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

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

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**. Both parties agree that the effective term of this Contract shall be from **March 1, 2006** to **February 28. 2007**.

V. If any conflict in language exists between the Contract and this Amendment #_1_ the language in this Amendment #_1_ shall prevail.

VI. All terms and conditions of the Contract not affected by this Amendment #_1_ are still in full force and effect.

VII. This Amendment #_1_ is hereby made a part of the Contract and is binding upon the County and the Provider.

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FY 2006-2007
Provider Amendment # 1

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page amendment to be executed by their officials thereunto duly authorized.

(SEAL)

ATTEST: Victim Response, Inc.
AGENCY

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

M. DAVID McGRIFF _____
Type or Print Name Type or Print Name

Witnesses:

By: _____ By: _____
(Signature) (Signature)

Angela Diaz-Vidaillet ROSA I. PEREIRA
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

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