Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(J)(1)(D)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Retroactive Approval and Execution of Coordination and Fare Agreements for the Coordination of Transportation Disadvantaged Services in Miami-Dade County and Authorizing the County Mayor, or Mayor's Designee, to Execute and Additional Coordination and Fare Agreements with Entities Meeting Program Eligibility Requirements for Transportation Disadvantaged Services

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) retroactively approve the Coordination and Fare Agreements between Miami-Dade County, as the Community Transportation Coordinator (CTC) with the following agencies/entities: Action Community Center, Inc.; Association for Retarded Citizens of South Florida (Adult and Children's programs); Borinquen Health Care Center; CHARLEE Of Dade County, Inc.; Citrus Health Network, Inc.; Community Habilitation Center, Inc; Community Action Agency Foundation, Inc.; Dave & Mary Alper Jewish Community Center; DEEDCO Gardens; Easter Seals of South Florida, Inc.; Fellowship House; Florida Pace Centers; GALATA Inc.; Goodwill Industries of South Florida; Hialeah Housing Authority; Hialeah Miami Springs Rotary Charitable Foundation, Inc.; Little Havana Activities & Nutrition Centers of Dade County, Inc.; MACtown Inc.; Maison de St. Joseph; Miami Beach Community Health Center, Inc.; Miami Behavioral Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Cerebral Palsy; Miami Lighthouse for the Blind; Michael-Ann Russell Jewish Community Center; North Miami Foundation for Senior Citizens Service, Inc.; Spectrum Programs, Inc.; Sunrise Community, Inc.; St. Anne's Nursing Center; United Cerebral Palsy; University of Miami, Debbie School; University of Miami, Perinatal Care; and Villa Maria Nursing and Rehabilitation Center, Inc.; for the provision of safe, cost-efficient coordinated transportation for the transportation disadvantaged in Miami-Dade County.

SCOPE

The impact of the services provided by these 33 agencies/entities will be Countywide.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or Mayor's designee, to execute the Agreements and any additional Coordination and Fare Agreements with eligible entities.

FISCAL IMPACT/FUNDING SOURCE

There is a minimal fiscal impact for the County; as staff time devoted to obtaining and reviewing signed documents is covered under a Transportation Disadvantaged Planning Grant administered through the Metropolitan Planning Organization (MPO).

Funding for the vehicles under the Section 5310 Grant is 80% Federal, 10% State, and 10% from the agency receiving the vehicle. There are no County capital funds involved, as the State administers the program.

TRACK RECORD/MONITOR

Miami-Dade Transit (MDT) has entered into numerous transportation agreements with this Florida Department of Transportation-funded program over the course of more than 12 years. The project manager for this agreement is Harry Rackard, Manager, MDT, Transit Mobility Planning.

BACKGROUND

Through the MPO, MDT is the designated CTC for Miami-Dade County and coordinates transportation services for transportation disadvantaged target populations. The Coordination and Fare Agreements are written agreements between the County, as the CTC, and agencies which receive transportation disadvantaged funds. The Florida Department of Transportation (FDOT) has awarded vehicles to organizations that have applied for funding through the 5310 Capital Grant Program. Pursuant to Florida Administrative Code (FAC) 41-2, recipients must maintain a written and fully executed Coordination Agreement with the CTC.

The Coordination and Fare Agreements are required by State law (s.427.013(21), F.S.) to ensure that publicly funded transportation services are provided in the most cost effective manner. Attached is a sample agreement between the County and the Villa Maria Nursing and Rehabilitation Center; the agreements with the other agencies are all similar in format.

The effective dates of these Agreements are July 2009 through June 2010. However, due to the late receipt of several agreements, MDT contacted FDOT and, in consultation with FDOT, granted additional time to allow for all agencies to submit their new 2009-2010 Agreements. Therefore, retroactive approval is now requested.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 8(J)(1)(D)

Please note any items checked.

_____ **"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**

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

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(J)(1)(D)

10-6-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF COORDINATION AND FARE AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH ACTION COMMUNITY CENTER, INC.; ASSOCIATION FOR RETARDED CITIZENS OF SOUTH FLORIDA (ADULT AND CHILDREN'S PROGRAMS); BORINQUEN HEALTH CARE CENTER; CHARLEE OF DADE COUNTY, INC.; CITRUS HEALTH NETWORK, INC.; COMMUNITY HABILITATION CENTER, INC.; COMMUNITY ACTION AGENCY FOUNDATION, INC.; DAVE & MARY ALPER JEWISH COMMUNITY CENTER; DEEDCO GARDENS; EASTER SEALS OF SOUTH FLORIDA, INC.; FELLOWSHIP HOUSE; FLORIDA PACE CENTERS; GALATA, INC.; GOODWILL INDUSTRIES OF SOUTH FLORIDA; HIALEAH HOUSING AUTHORITY; HIALEAH MIAMI SPRINGS ROTARY CHARITABLE FOUNDATION, INC.; LITTLE HAVANA ACTIVITIES & NUTRITION CENTERS OF DADE COUNTY, INC.; MACTOWN, INC.; MAISON DE ST. JOSEPH; MIAMI BEHAVIORAL HEALTH CENTER, INC.; MIAMI CEREBRAL PALSY; MIAMI BEACH COMMUNITY HEALTH CENTER, INC.; MIAMI BRIDGE YOUTH AND FAMILY SERVICES, INC.; MIAMI LIGHTHOUSE FOR THE BLIND; MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER; NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS, INC.; SPECTRUM PROGRAMS, INC.; SUNRISE COMMUNITY; ST. ANNE'S NURSING CENTER; UNITED CEREBRAL PALSY; UNIVERSITY OF MIAMI, DEBBIE SCHOOL; UNIVERSITY OF MIAMI, PERINATAL CARE, AND VILLA MARIA NURSING AND REHABILITATION CENTER, INC., AND AUTHORIZING THE COUNTY MAYOR, OR DESIGNEE, TO EXECUTE ANY ADDITIONAL COORDINATION AND FARE AGREEMENTS WITH ENTITIES MEETING PROGRAM ELIGIBILITY REQUIREMENTS FOR TRANSPORTATION DISADVANTAGED SERVICES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Coordination and Fare Agreements between Miami-Dade County and Action Community Center, Inc.; The Association for Retarded Citizens (Adult and Children's programs); Borinquen Health Care; CHARLEE; Citrus Health Network, Inc.; Community Habilitation Center; Community Action Agency Foundation, Inc.; Dave & Mary Alper Jewish Community Center; DEEDCO Gardens; Easter Seals of South Florida; Fellowship House; GALATA, Inc.; Goodwill Industries; Florida Pace Centers; Hialeah Housing Authority; Hialeah Miami Springs Rotary Charitable Foundation, Inc.; Little Havana Activities & Nutrition Centers of Dade County, Inc.; MACtown, Inc.; Miami Behavioral Health Center, Inc.; Miami Cerebral Palsy; Maison de St. Joseph; Miami Beach Community Health Center; Miami Bridge Youth and Family Services, Inc.; Miami Lighthouse for the Blind; Michael-Ann Russell Jewish Community Center; North Miami Foundation for Senior Citizens; Spectrum Programs, Inc.; Sunrise Community, St. Anne's Nursing Center; United Cerebral Palsy; University of Miami-Debbie School; University Of Miami-Perinatal Care; and Villa Maria Nursing and Rehabilitation, Inc. in substantially the form attached hereto and made a part thereof; authorizes the County Mayor, or Mayor's designee, to execute same for and on behalf of Miami-Dade County; and authorizes execution of any additional coordination and fare agreements with entities meeting program eligibility requirements for transportation disadvantaged services.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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.

Bruce Libhaber

COORDINATION AND FARE AGREEMENT

THIS AGREEMENT made and entered into as of this **1st** day of **July** 2009 by and between Villa Maria Nursing and Rehabilitation Center, Inc., a corporation organized and existing under the laws of Florida having its principal offices at 1050 NE 125th street, North Miami, FL 33161 (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal offices at 701 N.W. 1st Court, Suite # 1700 Miami, Florida 33136 (hereinafter referred to as the "**County**") and represented by **MIAMI-DADE TRANSIT**, (hereinafter referred to as the "Coordinator").

WITNESSETH:

WHEREAS, the Provider has offered to provide transportation services that shall conform to the requirements of this Agreement; -and,

WHEREAS, the County desires to have such services performed in accordance with the terms of this Agreement.

WHEREAS, the County has entered into a Memorandum of Agreement (MOA) with the Commission for the Transportation Disadvantaged, hereinafter referred to as the "Commission", to serve the transportation disadvantaged for the community that includes the entire area of Miami-Dade County pursuant to Florida Statute Chapter 427 and in accordance with the Coordinator's Transportation Disadvantaged Service Plan (TDSP).

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

A. **TERM OF AGREEMENT**

The terms and conditions of this Agreement shall be effective July 1, 2009 and will continue through June 30, 2010.

B. **SERVICE AND FARES**

The Provider shall provide the following type of transportation services:

1. The Provider's office hours and phone number by which services can be obtained are: Office hours are 7:30 am – 5:00 pm Monday-Friday (305) 891-8850 X 4000

2. The Provider's service hours and days of operation are as follows:
Service hours and days of operation are 8:30 am – 5:00 pm Monday - Friday

3. The Provider's cost in providing each one way trip is:
The Provider's cost for each one way trip is $10.28

Neither the State nor the County shall be obligated to reimburse the cost to the provider to provide these transportation services. This is an informational request only.

4. The calculation methodology used to justify the Provider's cost is as follows:
(The following calculation may be used to determine cost: Total Transportation Expenses divided by Total Trips)
The Provider's cost is determined by Total Transportation Expenses divided by Total Trips.

5. The Provider agrees that other entities that have executed Coordination and Fare Agreements may access transportation services at the same fare as described above. The fare described above shall be paid by each entity that has utilized transportation service. When providing transportation services to individuals of transportation disadvantaged programs, services, and organizations for compensation, the Providers shall comply with all requirements of the Code of Miami-Dade County Florida including but not limited to Chapter 31.

6. The Provider shall provide the following transportation services (describe transportation services; avoid using the term Paratransit to describe services provided).
The Provider shall provide the following transportation services: ambulatory, non-ambulatory, and stretcher upon demand to medical appointments, rehabilitation (therapy),, hyperbaric chamber appointments, and field trips.

C. COMPLY WITH AUDIT AND RECORD KEEPING REQUIREMENTS

The Provider shall:

1. Comply with all reporting requirements in accordance with the MOA and the Coordinator's Transportation Disadvantaged Service Plan.

2. Maintain a daily travel log containing the dates of operation, the number of trips, the amount of miles and the number of clients transported each trip. The log shall also include a weekly total of one-way passenger trips, passenger trip miles, passenger hours of vehicle operation, accidents, and the number of ambulatory and non-ambulatory passengers.

3. Submit to the Coordinator an Annual Operating report detailing demographic, operational and financial data regarding coordination activities in the designated service area on a yearly basis. This report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

4. Maintain accurate records regarding insurance, driver salaries, maintenance, and repairs necessary to determine actual cost per one-way trip.

5. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.

D. COMPLY WITH SAFETY REQUIREMENTS

The Provider shall:

1. Comply with Section 341.061, Florida Statutes and Rule 14-90, Florida Administrative Code, concerning System Safety; or comply with Chapter 234.051 Florida Statutes, regarding school bus safety requirements for those services provided through a school board.

2. Comply with local, state and federal laws, and Commission policies relating to drug testing. The Provider shall conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

E. INSURANCE REQUIREMENTS

The Provider shall:

Comply with the following minimum insurance requirements:

1. Insurance requirements

   a. Worker's Compensation Insurance as required by Florida Statute 440.

   b. Public Liability Insurance on a comprehensive basis, including contractual liability, 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 vehicles used in connection with the work, in an amount not less than $100,000 per person, $300,000 per occurrence for bodily injury and $50,000 per occurrence for property damage. Deductibles of more than $10,000 per person, $20,000 per accident for bodily injury and $10,000 per accident for property damage will not be accepted. Deductibles, if any, must be clearly stated on the certificate of insurance. If a policy contains a deductible, a self-insurance certificate as described in Section E.2 must accompany the insurance certificate.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Provider.

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

2. SELF-INSURER

The Provider may meet the first $10,000 per person, $20,000 per accident bodily injury and $10,000 property damage (or $30,000 combined single limit) auto insurance requirements through a legally established, state approved self-insurance or risk management plan.

The Provider electing self-insurance shall meet the requirements of the Florida Financial Responsibility Law as it currently exists or as it may be amended from time to time.

A Self Insurance Certificate issued by the State of Florida must be provided to the County.

F. SAFEGUARDING INFORMATION

The Provider shall:

Safeguard information, and require any provider of transportation disadvantaged services to safeguard information, by not using or disclosing any information concerning a user of transportation services under this Agreement except as provided by law

G. PROTECT CIVIL RIGHTS

The Provider shall:

Comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Provider gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Coordinator. The Provider shall also comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

7. All other applicable laws, regulations, guidelines, and standards.

The Provider agrees that compliance with this assurance constitutes a condition of this agreement and continued receipt of or benefit from federal financial assistance, and that it is binding upon the Provider, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. The Provider shall ensure that it as well as all operators, subcontractors, sub grantees, or others with whom the Provider arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial compliance or administrative relief, to include assistance being terminated and further assistance being denied.

H. INDEMNIFICATION AND HOLD HARMLESS

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 Agreement 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 Agreement 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.

I. REQUIRING COMPLIANCE WITH THE FOLLOWING REQUIREMENTS CONCERNING DRIVERS AND VEHICLES

The Provider shall comply with the following standards:

1. Drivers shall announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations (i.e., private-non-profit social service agencies) where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle. In accordance with local Coordinating Board policy an Operators State of Florida driver's license in the operator's possession is acceptable as a badge for operators of vehicles of agencies with coordination agreements.

2. Drivers shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist a wheelchair user up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.

3. Have working air conditioners and heaters in each vehicle.
   Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner and/or heater shall be required to have two years to be in compliance as specified in Rule 41-2.

4. Utilize vehicles equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance as specified in Rule 41-2.

5. Comply with all local, State and Federal laws and regulations that apply to the transportation disadvantaged services to be provided pursuant to this Coordination and Fare Agreement.

J. COMPLY WITH OTHER REQUIREMENTS AS FOLLOWS

The Provider shall:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.

2. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

3. Provide shelter, security, and safety of passengers at vehicle transfer points.

4. Post a local or other toll-free number for complaints or grievances inside each vehicle.

5. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

6. Keep the interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

7. Maintain a passenger/trip database on each rider being transported within the system.

8. Provide each rider and escort, child, or personal care attendant adequate seating for provider-sponsored transportation services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

10. Administer first-aid assistance as provided for in the local Transportation Disadvantaged Service Plan.

11. Administer Cardiopulmonary Resuscitation (CPR) assistance as provided for in the local Transportation Disadvantaged Service Plan.

K. TERMINATION CONDITIONS

1. Termination without cause:

   This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination for Breach:

Unless the Provider's breach is waived by the County in writing, the County may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the County of breach of any provision of this Agreement 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 Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do no limit the County's right to remedies at a law or to damages. If the Provider abandons or, before completion, ceases to perform its responsibilities under this Agreement; or for any other reason, the commencement, prosecution, or timely completion of the Agreement by the Provider is rendered improbable, infeasible, impossible, or illegal, the County may, by written notice to the Provider, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the County may terminate any or all of its obligations under this Agreement.

L. NOTICE AND CONTACT

The name and address of the contract manager for the Coordinator for this Agreement is: Mr. Harry A. Rackard, MDT Transit Mobility Planning Section, 701 N.W. 1st Court, Suite #1700, Miami, Florida 33136. The representative/position of the Provider responsible for administration of the program under this Agreement is:

James Reiss, Executive Director

Villa Maria Nursing and Rehabilitation Center, Inc.
1050 NE 125th Street, North Miami, FL 33161

M. 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.

N. AUTONOMY

Both parties agree that this Agreement 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.

O. ORDER OF PRECEDENCE

In the event that any of the provisions of this Agreement should conflict with the provisions of the Coordinator's Transportation Disadvantaged Service Plan, the latter shall control. Nothing contained in this Coordination Agreement shall be construed to override the provisions of the Memorandum of Agreement or the Coordinator's Transportation Disadvantaged Service Plan.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

PROVIDER:

Signature Joseph M. Catania

President & CEO
Title

COUNTY:

George M. Burgess

County Manager
Title

COORDINATOR:

Harry A. Rackard

MDT-Manager,
Transit Mobility Planning
Local Transportation Coordinator
Title

Bruce Libhaber
Approved as to form and legal sufficiency

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N. AUTONOMY

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O. ORDER OF PRECEDENCE

In the event that any of the provisions of this Agreement should conflict with the provisions of the Coordinator's Transportation Disadvantaged Service Plan, the latter shall control. Nothing contained in this Coordination Agreement shall be construed to override the provisions of the Memorandum of Agreement or the Coordinator's Transportation Disadvantaged Service Plan.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

PROVIDER:

Signature Joseph M. Catania

President & CEO
Title

COUNTY:

George M. Burgess

County Manager
Title

COORDINATOR:

Harry A. Rackard

MDT-Manager,
Transit Mobility Planning
Local Transportation Coordinator
Title

Bruce Libhaber
Approved as to form and legal sufficiency

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MIAMI-DADE COUNTY AFFIDAVITS

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

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT;

MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; and DISABILITY NON-DISCRIMINATION 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 **Joseph M. Catania**, 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):

59-1284678

Federal Employer Identification Number (If none, Social Security)

Villa Maria Nursing and Rehabilitation Center, Inc.

Name of Entity, Individual(s), Partners or Corporations

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

1050 N.E. 125th Street, North Miami, FL 33161

Street Address City State Zip Code

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I. **MIAMI-DADE COUNTY 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
Villa Maria Nursing and Rehabilitation Center, Inc.		%
a not-for-profit corporation whose address is		%
1050 NE 125th Street, North Miami, FL 33161		%

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

Archdiocese of Miami, Inc.

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.

II. **MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT** (County Ordinance No. 90-133. Amending Section 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 ($10,000.00) or 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 [X] No

2. Does your firm provide paid health care benefits for its employees?
   [X] Yes [ ] No

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

White:	15 Males	43 Females
Black:	35 Males	226 Females
Hispanic:	18 Males	60 Females
Asian:	7 Males	22 Females
American Indian:	3 Males	1 Females
Aleut (Eskimo):	0 Males	0 Females
Total: 430	78 Males	352 Females

III. **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.

IV. 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 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.

V. 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 Miami-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.

VI. 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.

VII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1© 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 Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

VIII. WELFARE REFORM WORK PARTICIPATION AFFIDAVIT (Resolution R-1206-97)

Any contract or renewal of a contract entered into based upon a false affidavit submitted pursuant to Resolution No. R-1206-97 shall be voidable by the County. If any attesting entity violates the provisions of Resolution No. R-1206-97 during the term of any contract with the County, the contract shall be voidable by the County even if the attesting entity was not in violation at the time it submitted the affidavit.

- This entity is a not for profit organization receiving a grant award and therefore exempt from the provisions of Resolution No. R-1206-97.

- This entity is entering into a professional services agreement and therefore exempt from the provisions of Resolution No. R-1206-97

- This entity does not have twenty-five (25) or more employees and therefore is exempt from the provisions of Resolution No. R-1206-97.

- This entity does have twenty-five (25) or more employees but conducts business with the County for less than $500.00 and therefore is exempt from the provisions of Resolution No. R-1206-97.

- This entity does have twenty-five (25) or more employees and does conduct business with the County for a total amount of $500.00 or more. Therefore, I hereby attest that during the term of the contract, five percent (5%) or more of this entity's local Miami-Dade full-time work force consists of or will consist of individuals who reside in Miami-Dade County and who have lost or are about to lose their cash assistance benefits (formerly Aid to Families with Dependent Children or "AFDC") as a result of the Personal Responsibility and Work Opportunity Act of 1996. Furthermore, this entity did not replace any existing employees in order to comply with the provisions of Resolution No. R-1206-97.

- This entity does have twenty-five (25) or more employees and does conduct business with the County for a total amount of $500,000.00 or more. However, I attest that this entity cannot meet the terms of Resolution No. R-1206-97 by hiring or employing five percent (5%) of its local Miami-Dade County full-time work force from individuals who reside in Miami-Dade County and who have or are about to lose cash assistance benefits. Therefore, this entity shall contribute the sum equivalent to fifty percent (50%) of the wages that would be paid to five percent (5%) of its full-time work force based on a full-time minimum wage position for the entire term of the contract with the County. This sum shall be donated to an employment training program that trains Miami-Dade County residents who have or are about to lose cash assistance benefits.

I have carefully read the entire seven (7) page document (numbered pages 11-17 of this package) 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: _____ 3/20/2009
(Signature of Affiant) (Date)
Joseph M. Catania, President & CEO

SUBSCRIBED AND SWORN TO (or affirmed) before me this 20th day of March, 2009, by JOSEPH M. CATANIA. He/~~She~~ is personally known to me ~~or has presented~~ _____ ~~as identification~~.
(Type of Identification)

Laureen M Fassler DD559843
(Signature of Notary) (Serial Number)

Notary Public State of Florida
Laureen M Fassler
My Commission DD559843
Expires 08/06/2010

8/6/2010
(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of Florida
(State)

Notary Seal

Notary Public State of Florida
Laureen M Fassler
My Commission DD559843
Expires 08/06/2010

RESOLUTION

I, the undersigned, Secretary of Villa Maria Nursing and Rehabilitation Center, Inc., a corporation incorporated under the laws of the State of Florida, hereby certify that the Board of Directors, by majority vote, the 26th day of February, 2009, has adopted the following resolution:

WHEREAS That Villa Maria Nursing and Rehabilitation Center, Inc. participates in the coordination of the transportation of disadvantaged, and annually, as part of the renewal process, must execute the Coordination and Fare Agreement with Miami-Dade Transit.

IT IS HEREBY RESOLVED That Joseph M. Catania, President and CEO, is authorized to execute the agreement on behalf of Villa Maria Nursing and Rehabilitation Center, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand an seal of said corporation this 26th day of February, 2009.

Secretary

ST. CATHERINE'S REHABILITATION HOSPITAL
VILLA MARIA NURSING CENTER

1050 N.E. 125th Street
Miami, Florida 33161
Tel: (305) 891-8850
Fax: (305) 891-3361

2009 BOARD OF DIRECTORS

Member Sole:
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Archbishop of Miami
Pastoral Center
9401 Biscayne Boulevard
Miami Shores, FL 33138

Chairman:
Ralph E. Lawson
Exec Vice President & CFO
Baptist Health Systems
6855 Red Road, Suite 600
Coral Gables, FL 33143

Vice Chairman/Secretary:
Rev. Msgr. William Hennessey, V.G.
Archdiocese of Miami
9401 Biscayne Boulevard
Miami Shores, FL 33138

Assistant Secretary:
Rev. Msgr. Tomas Marin
Our Lady of Guadalupe
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Suite 731
Miami, FL 33166

Directors:

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Davie, FL 33328

Ms. Patricia Palamara
4200 Mangrum Court
Hollywood, FL 33021

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Coral Gables, FL 33134

Legal Counsel:
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110 Merrick Way, Suite 3-B
Coral Gables, FL 33134

Joint Commission
on Accreditation of Healthcare Organizations
carf

ST. CATHERINE'S REHABILITATION HOSPITAL
VILLA MARIA NURSING CENTER

1050 N.E. 125th Street
Miami, Florida 33161
Tel: (305) 357-1735
Fax: (305) 892-9024

Substance Abuse Policy

Villa Maria strives to provide a safe work environment and encourages personal health. Thus, it considers the abuse of drugs or alcohol on the job to be an unsafe and counterproductive work practice. Quite simply, our goal is to maintain a work environment that is free from the effects of alcohol and drug abuse.

Villa Maria has no intention of intruding into the private lives of its employees; it does expect employees to report for work in condition to perform their duties. It is, therefore, Villa Maria that an employee found with the presence of alcohol or illegal drugs in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including discharge. Substance Abuse includes possession, use, purchase or sale of drugs or alcohol on Villa Maria premises. It also includes reporting to work under the influence of drugs or alcohol. Prescription drugs prescribed by the employee's physician may be taken during work hours. The employee should notify the Supervisor if the use of properly prescribed prescription drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated. An employee reporting for work visibly impaired is unable to properly perform required duties and will not be allowed to work.

All employees must comply with the established policies and procedures of the Drug Free Workplace Program, including new hire; reasonable suspicion, random, routine fitness for duty and workplace injury drug testing. Anyone refusing to submit to drug testing, refusing to sign the consent form, failing to appear for testing, tampering with the results or failing to pass the test will be ineligible for continued employment.

If applicable, employees may forfeit eligibility for all workers' compensation medical and indemnity benefits and unemployment compensation benefits.

Any violation of this policy will result in disciplinary action up to and including employment termination.

DRUG FREE WORKPLACE POLICY SUMMARY

A Drug Free Workplace Program has been established in a commitment to safeguard the health of our employees and to provide a safe working environment. This policy is implemented pursuant to the Drug Free Workplace Program requirements under F.S. §440.102 and the proposed rules of the Department of Labor and Employment Security, Division of Workers' Compensation.

The essential parts of this policy are:

1. Employees are prohibited from possessing, selling, trading, manufacturing, consuming or being under the influence of drugs (except as authorized by a physician) on the premises.

2. Drug Testing of Applicants:

   a. All applicants offered a conditional job offer will be tested for the presence of drugs as part of the application process. Applicants refusing to submit to the pre-employment drug test will be ineligible for hire.

   b. Applicants will be asked to sign the Consent Agreement form. If an applicant refuses, he or she will not be considered for employment and the employment application process will be terminated.

   c. If an applicant's test is confirmed positive, the applicant will not be considered for employment and the employment application process will be terminated.

3. Testing of Employees:

   a. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs.

   b. Random Testing: All employees will be required to submit to drug testing on a random basis, conducted by a random employee number generator.

   c. Routine Fitness-for-Duty Testing: Employees will be drug tested as part of a routinely scheduled employee medical examination.

   d. Workplace Injury Testing: All employees injured at the workplace will be required to submit to drug testing at the designated collection site or the treating facility under the procedures set forth in this policy.

   e. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations or as deemed necessary by the Company.

4. Alcohol and Drug Use Prohibitions:

   a. The use, sale, purchase, possession, distribution or dispensing of drugs or alcohol on duty or on Company property is cause for immediate discharge.

   b. It is against Company policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge.

c. For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.

d. Employees will be suspended without pay under this policy pending the results of a drug test or investigation.

5. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the Company as part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations this Employer will not release such information without a written consent form signed voluntarily by the person tested.

6. A Drug Use Information form is a confidential report which may be filled out by job applicants and employees both before and after being drug tested. This form permits individuals to provide the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test. This confidential medical information should be given only to the Medical Review Officer.

7. Prior to testing, the Job Applicant and Employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

8. Employees refusing to submit to a drug test or having a confirmed positive drug test will be terminated from employment due to violation of existing policies and procedures.

9. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, forfeits his eligibility for all workers' compensation medical and indemnity benefits.

10. A list of names, addresses and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs is available to employees and will be provided upon request.

11. A job applicant or employee who receives a positive confirmed drug test result may contest or explain the result to the employer within 5 days after written notification of the positive test result. If a job applicant's or an employee's explanation or challenge is unsatisfactory to the employer, the person may contest the test results at his/her own expense.

12. A job applicant or employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

13. The following is a list of all drugs (described by brand name, common name and/or chemical name) for which the employer may test:

Alcohol (booze, drink)
Amphetamines (Binhetamine, Desoxyn, Dexedrine)
Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spleaf, grass, weed, reefer)
Cocaine (coke, blow, nose candy, snow, flake, crack)
Phencyclidine (PCP, angel dust, hog)
Methaqualone
Opiates (opium, dover's powder, paregoric, parepectolin)

ST. CATHERINE'S REHABILITATION HOSPITALS AND VILLA MARIA NURSING CENTER, INC. REHABILITATION SERVICES OUTPATIENT DEPARTMENT	SECTION: 1 NUMBER: 1006
TITLE: CPR FOR OUTPATIENT SERVICES DRIVERS	EFFECTIVE/REVIEWED: 09/02, 11/05, 1/2009

All Outpatient Services drivers are required to have and maintain CPR certification while employed by Villa Maria Nursing and Rehabilitation Center, Inc. and/or any of its subsidiaries.

In case of emergency, Outpatient Services drivers are trained to call 911.

ST. CATHERINE'S REHABILITATION HOSPITAL OUTPATIENT DEPARTMENT	SECTION: NUMBER: PAGE 1 OF 1
TITLE: DRIVER ORIENTATION AND TRAINING	EFFECTIVE/REVIEWED: 05/02, 11/05, 11/08

I. POLICY

All drivers of company vehicles will complete the driver orientation and training program prior to driving vehicle with patient/resident aboard.

II. PROCEDURE

1. Driver orientation includes:

   A. Use of fire/safety equipment
   B. Use of first aid equipment
   C. Operating of wheelchair lift
   D. Record Keeping
   E. Handling and positioning of client
      - Transfer training
      - Ambulation
      - Use of safety belt
      - Positioning
      - Hip precautions/joint protection
   F. Emergency procedure
      - Accidents
      - Breakdowns
      - Patient distress
   G. Vehicle safety check
   H. Cleanliness of bus
   I. Reporting of maintenance problems
   J. Use of telephone

2. Facility-wide Orientation

ST. CATHERINE'S REHABILITATION HOSPITAL OUTPATIENT DEPARTMENT	SECTION: NUMBER: PAGE 1 OF 1
TITLE: ACCIDENT/BREAKDOWN OF FACILITY VEHICLES	EFFECTIVE/REVIEWED: 05/02, 11/05, 11/08

I. POLICY

This policy is designed to instruct employees as to the proper procedure when an accident or breakdown occurs when operating a facility vehicle.

II. PROCEDURE

A. Breakdown

1. When breakdown of a facility vehicle occurs, the driver should immediately contact the outpatient manager.

B. Accident

1. Driver checks for injuries to patients/residents or other involved parties.
2. Driver contacts police by calling "911."
3. Driver contacts the outpatient representative or outpatient manager, gives location of the accident and a brief report of what happened.
4. The outpatient representative/manager will contact the administrator on call give him/her information.
5. The administrator on call will make determination whether someone from the facility should go to the accident scene.
6. Driver provides the police with the necessary information.
7. Driver stays at the scene until directed to leave.
8. Upon returning to the facility, driver notifies the risk manager and outpatient manager immediately and completes an incident report.
9. Driver provides risk manager with all documentation received at the accident scene.
10. Driver completes an incident report and forwards it to the risk manager and a copy to Arthur Gallagher Insurance (fax 305-592-4049).
11. After all information has been obtained, the risk manager will contact the necessary parties.